



**US Army Corps
of Engineers®**

RFP No. W912DW-04-R-0039

Seattle District

Installation Boundary Fencing

FT Richardson, Alaska

Construction Solicitation and Specifications

8 (a) Competitive

August 2004

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THIS PROCUREMENT IS:

100% Set-Aside for Competition of 8(a) firms located in Region 10 (Alaska, Washington, Oregon, and Idaho).

Fort Richardson Site Visit

- A one-time site visit for offerors is scheduled for 30 August 2004 at 10:00 A.M. Offerors desiring to attend should arrive at the Main Gate no later than 9:40 A.M. Local Time. Attendee's shall be met at the Main Gate by a Government Representative who shall provide escort, in groups of five (5), to an initial meeting place at the Department of Public Works Building.
- **To attend, at least three (3) business days prior to the day of the site visit, you must provide the name of your company, the name, date of birth, social security number and drivers license number of the person(s) who will attend the meeting. The above information should be provided to Sherrye Schmahl either by fax to 206-764-6817 or e-mail at (Sherrye.L.Schmahl@nws02.usace.army.mil)**
- When arriving at the Visitors Center, all visitors will present a valid drivers license, current vehicle registration, proof of insurance and state your destination and reason for visit. Visitors will have proof of insurance, vehicle registration, and drivers license at all times while driving on base.
- OFFERS ARE URGED and expected to inspect the site where construction is to be performed and to satisfy themselves as to all general and local conditions which may affect the cost of performance of the contract, to the extent, such information is reasonably obtainable. In no event, will a failure to inspect the site constitute grounds for withdrawal of a bid after opening or for a claim after award of the contract.

FOR INQUIRIES, CONTACT THE FOLLOWING INDIVIDUALS Monday through Friday between the hours of 8:00 a.m. and 3:00 p.m.:

TECHNICAL INQUIRIES are to be submitted via the Internet. A password is required. Bidders can obtain their password by going to www.projnet.org, clicking on **Bidder Inquiry**, filling out the form provided, and then clicking **Continue**.

Upon receipt of your password, login to www.projnet.org and click on **Bidder Inquiry**. Select **NWS Seattle District**, click **Continue**. Select project, click **Continue**. Select **Bidder Inquiry** phase, click **Continue**.

Enter your question and click **Submit Inquiry**. You will receive an acknowledgement of your question via email, followed by an answer to your question after it has been processed by our technical team.

PROPOSAL DUE DATE & TIME: 2004, NLT 2:00 PM Local Time

SOLICITATION DOCUMENTS: Register for solicitations at the Internet site:
<http://www.nws.usace.army.mil/ct/>

PLANHOLDER'S LISTS: Lists may also be obtained from the same site.

ADMINISTRATIVE MATTERS: Sherrye Schmahl
Phone Number: 206-764-6588
Internet: (Sherrye.L.Schmahl@nws02.usace.army.mil)
FAX: 206-764-6817

All individuals are at the following mailing and street addresses:
(Mail) Seattle District Corps of Engineers, P.O. Box 3755, Seattle, WA 98124-3755
(Street) 4735 E. Marginal Way S., Seattle, WA 98134-2385

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CAUTION TO OFFERORS

SECTION TITLE

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)

Section 00100 introduction to Section 00100

00100 Instructions, Conditions and Notice to Offerors

00600 Representations and Certifications and other Statements of Offerors, and
Pre-Award Information

00700 Contract Clauses

00800 Special Clauses, which include the following:

a) Special Clauses Pages 00800-1 thru 00800-12

b) Davis-Bacon General Wage Decision No. AK20030001 Amendment (9)

01000 Technical Specifications

01001 thru 02821

RETURN THE FOLLOWING WITH YOUR PROPOSAL:

SF1442 - Pages 00010-1 thru 00010-5 (00010-3 is reserved for use at a later time)

Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

* Additionally, if you are a large business you will be required to submit a "Small Business and Small Disadvantaged Business Subcontracting Plan," with your proposal.

** BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2

Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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!!! CAUTION TO OFFERORS !!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing bids.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of **ALL** amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

4. **AMENDED BID PAGES:** If any of the amendments furnished amended offer pages, **the amended offer pages must be used** in submitting your offer.

5. **BID GUARANTEE:** Sufficient bid guarantee in proper form must be furnished **with your offer**. (FOR JOBS EXCEEDING \$25,000) See section 00700, FAR 52.228-1

6. **INDIVIDUAL SURETIES:** Please note requirements for Individual Sureties in Section 00100, FAR 52.228-4003.

7. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

8. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the designated location. Any doubt as to time should be resolved in favor of **EXTRA TIME**. Transmission by Fax to this office is **NOT ACCEPTABLE**.

9. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 13D of SF1442 (page 00010-1), Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

10. **RFP RESULTS:** A Request for Proposal is a negotiated procurement. As such, offer results are not available on the web. Participants will be notified via letter as to the status of their offer.

11. **CENTRAL CONTRACTOR REGISTRATION:** Per DFARS Clause 252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION, in Section 00700, registration is required prior to award of any contract from a Solicitation issued after May 31, 1998. No Contract Award will be made to an unregistered contractor. Internet access allows contractors to register by completing an electronic on-line registration application from CCR homepage at

<http://www.ccr.gov/>. For further assistance in completing your on-line registration, contact the nearest Procurement Technical Assistance Center (PTAC) near you. A list of the nearest PTAC is located at: <http://www.rcacwv.com/ptac.htm>.

12. HUBZONE CERTIFICATION: Per FAR Clause 52.219-4, NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999) in Section 00700. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration Reference:
<https://el.sba.gov:90000/prodhubzone/hubzone/approval.st>.

13. COMMERCIAL VEHICLE ACCESS TO FORT LEWIS - REGISTERED AND PREVIOUSLY ID'D (RAPID) GATE PROGRAM: Contractors are urged to review Section 1001 thoroughly as new regulations are in place concerning commercial vehicle access to military sites.

SOLICITATION, OFFER, AND AWARD <i>(Construction, Alteration, or Repair)</i>	1. SOLICITATION NUMBER	2. TYPE OF SOLICITATION	3. DATE ISSUED	PAGE OF PAGES
	W912DW-04-R-0039	<input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	19 August 2004	1

IMPORTANT - The "offer" section on the reverse must be fully completed by the offeror.

4. CONTRACT NUMBER	5. REQUISITION/PURCHASE REQUEST NUMBER	6. PROJECT NUMBER
	W68MD9-4201-7538	

7. ISSUED BY	CODE	8. ADDRESS OFFER TO
Seattle District, Corps of Engineers ATTN: CENWS-CT-CB-MU PO Box 3755 Seattle, WA 98124-3755	W912DW	Seattle District, Corps of Engineers PO Box 3755 ATTN: CENWS-CT-CB-MU Seattle, WA 98124-3755 HAND CARRY: Seattle District Corps of Engineers Contracting Division 4735 East Marginal Way South Seattle, WA 98134-2329

9. FOR INFORMATION CALL	A. NAME	B. TELEPHONE NUMBER (Include area code) (NO COLLECT CALLS)
	Sherrye Schmahl	206-764-6588

SOLICITATION

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying number, date):

Furnish all labor, materials and equipment and perform all work for Installation Boundary Fencing, FT Richardson, Alaska.
in accordance with the attached Contract Clauses, Special Clauses, Technical Specifications and Drawings.

11. The Contractor shall begin performance within 10 calendar days and complete it within _____ calendar days after receiving

☐ award, ☒ notice to proceed. This performance period is ☒ mandatory, ☐ negotiable. (See * Paragraph SC-1, 00800 .)

12A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE PAYMENT BONDS?
(If "YES," indicate within how many calendar days after award in Item 12B.)

☒ YES ☐ NO

12B. CALENDAR DAYS

10

13. ADDITIONAL SOLICITATION REQUIREMENTS:

A. Sealed offers in original and _____ copies to perform the work required are due at the place specified in Item 8 by 2:00 p.m. (hour) local time 17 Sept 2004 (date). If this is a sealed bid solicitation, offers will be publicly opened at that time. Sealed envelope containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due.

B. An offer guarantee ☒ is, ☐ is not required.

C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference.

D. Offers providing less than 90 calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.

OFFER (Must be fully completed by offeror)

14. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)

15. TELEPHONE NUMBER (Include area code)

Fax No.:

16. REMITTANCE ADDRESS (Include only if different than Item 14)

Tax ID No:

DUNS No:

eMail:

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within _____ calendar days after the date offers are due. (Insert any number equal or greater than the minimum requirement stated in 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)

AMOUNTS



See Page 00010-5 thru 00010-11

18. The offeror agrees to furnish any required performance and payment bonds.

19. ACKNOWLEDGEMENT OF AMENDMENTS

(The offeror acknowledges receipt of amendments to the solicitation - give number and date of each)

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

20B. SIGNATURE

20C. OFFER DATE

AWARD (To be completed by Government)

21. ITEMS ACCEPTED

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN
(4 copies unless otherwise specified)

ITEM

26

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c) ()☐ 41 U.S.C. 253(c) ()

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY

USACE - Seattle District
Northwest Area Office
PO Box 92146
Tillicum, WA 98492-0146

US Army Corps of Engineers Finance Center
CEFC-AO-P
5722 Integrity Drive
Millington, TN 38054-500

CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE

☐ 28. NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to the issuing office.) Contractor agrees to furnish and deliver all items or perform all work requirements identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications incorporated by reference in or attached to this contract.

☐ 29. AWARD. (Contractor is not required to sign this document.) Your offer on this solicitation is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED TO SIGN
(Type or print)

31A. NAME OF CONTRACTING OFFICER (Type or print)

SUSAN K. SHERRELL

30B. SIGNATURE

30C. DATE

31B. UNITED STATES OF AMERICA

31C. AWARD DATE

BY

IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
Secretary of the Corporation named as Contractor herein; that _____, who
signed this contract on behalf of the Contractor was then _____ of said
corporation; that said contract was duly signed for and on behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SCHEDULE

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
BASE WORK ITEMS					
0001	Contractor Design (Design Build portion to include but not limited to design of fence foundations, geotech survey, site plat, site topography) (Item 0001 applies to Combination Security Fence alignment)	1	JOB	L.S.	\$_____
0002	All Work to Install Combination Security Fence (CSF) including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING) (Item 0002 applies to Combination Security Fence alignment)	2,300	L.M.	\$_____	\$_____
0003	All Work to Retrofit State of Alaska Department of Transportation Moose (Netwire) Fence to become Combination Security Fence (CSF) including all clearing and grubbing (See Sections 01000 SCOPE OF WORK, 02231 CLEARING AND GRUBBING, and 02220 DEMOLITION) (Item 0003 applies to Combination Security Fence alignment)	4,400	L.M.	\$_____	\$_____
0004	All Work to Install Moose Gate per State of Alaska Department of Transportation as built design (See Section 02821 FENCING) (Item 0004 applies to Combination Security Fence alignment)	2	EA.	\$_____	\$_____
0005	All Work to Install Manually Operated CSF Double Swing Gate 7.3 Meter (Max.) Opening: (Item 0005 applies to Combination Security Fence alignment)	5	EA.	\$_____	\$_____
0006	All Work to Install Manually Operated CSF Double Swing Gate 4.2 Meter (Max.) Opening: (Item 0006 applies to Combination Security Fence alignment)	2	EA.	\$_____	\$_____
0007	All Work to Install Warning Signs on CSF Fencing. See Detail Drawings. (Item 0007 applies to Combination Security Fence alignment)	75	EA.	\$_____	\$_____
0008	All Work to Install Stationary Bollards (See Detail Drawings and Section 01000 SCOPE OF WORK) (Item 0008 applies to Combination Security Fence alignment)	48	EA.	\$_____	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0009	Perimeter Survey for CSF Fence Alignment(See Section 01000 SCOPE OF WORK) (Item 0009 applies to Combination Security Fence alignment)	2,300	L.M.	\$_____	\$_____
TOTAL BASE ITEMS					\$_____
OPTIONAL WORK ITEMS					
0010	All work to complete FE-6 Chain Link Security Fence alignment along the North side of the Fort Richardson cantonment area between the Ammunition Supply Point (ASP) and the Glenn Highway (See Drawing Plate G-4 and Section 01000 SCOPE OF WORK):				
0010AA	Contractor Design (Design Build portion to include but not limited to design of fence foundations, geotech survey, site plat, site topography)	1	JOB	\$_____	\$_____
0010AB	All Work to Install FE-6 Chain Link Security Fence including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING)	6,600	L.M.	\$_____	\$_____
0010AC	All Work to Install Manually Operated Double Swing Vehicle Gate 7.3 Meter (Max.) Opening (See Detail Drawings and Section 01000 SCOPE OF WORK)	8	EA.	\$_____	\$_____
0010AD	All Work to Install Gate Signs (See Detail Drawings)	16	EA.	\$_____	\$_____
0010AE	All Work to Install Warning Signs on FE-6 Chain Link Security Fence	75	EA.	\$_____	\$_____
TOTAL ITEM 0010					\$_____
0011	All work to complete Pipe Rail Fence alignment along the East side of Anchorage, East side of Far North Bicentennial Park and the North side of Stuckagain Heights. Alignment begins at the Southern terminus of the existing Pipe Rail Fence running North/South along the East side of Anchorage and terminates at the West rim of the North Fork of Campbell Creek canyon (See Drawing Plate G-4 and Section 01000 SCOPE OF WORK):				
0011AA	Contractor Design (Design Build portion to include but not limited to design of	1	JOB	\$_____	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
	fence foundations, geotech survey, design charette, site plat, site topography)				
0011AB	All Work to Install Pipe Rail Fence including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING)	6,700	L.M.	\$_____	\$_____
0011AC	All Work to Install Manually Operated Steel Pipe Swing Gate 7.3 Meter (Max.) Opening (See Detail Drawings and Section 01000 SCOPE OF WORK)	7	EA.	\$_____	\$_____
0011AD	All Work to Install Manually Operated Steel Pipe Swing Gate 4.6 Meter (Max.) Opening (See Detail Drawings and Section 01000 SCOPE OF WORK)	1	EA.	\$_____	\$_____
0011AE	All Work to Install Stationary Bollards (See Detail Drawings and Section 01000 SCOPE OF WORK)	17	EA.	\$_____	\$_____
0011AF	All Work to Install Gate Signs (See Detail Drawings)	16	EA.	\$_____	\$_____
0011AG	All Work to Install Warning Signs on Pipe Rail Fence	75	EA.	\$_____	\$_____
0011AH	Perimeter Survey for Pipe Rail Fence Alignment (See Section 01000 SCOPE OF WORK)	5,000	L.M.	\$_____	\$_____
				TOTAL ITEM 0011	\$_____
0012	All work to complete Pipe Rail Fence alignment between the Southern end of Clunie Lake and the point where FE-6 Fence and CSF Fence begins along the West side of Glenn Highway (See Drawing Plate G-4 and Section 01000 SCOPE OF WORK):				
0012AA	Contractor Design (Design Build portion to include but not limited to design of fence foundations, geotech survey, site plat, site topography)	1	JOB	\$_____	\$_____
0012AB	All Work to Install Pipe Rail Fence including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING)	11,300	L.M.	\$_____	\$_____

04040/11

Installation Boundary Fencing, Ft. Richardson, Ak.

<u>Item</u> <u>No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit</u> <u>Price</u>	<u>Amount</u>
0012AC	All Work to Install Manually Operated Steel Pipe Swing Gate 7.3 Meter (Max.) Opening (See Detail Drawings and Section 01000 SCOPE OF WORK)	3	EA.	\$_____	\$_____
0012AD	All Work to Install Stationary Bollards (See Detail Drawings and Section 01000 SCOPE OF WORK)	34	EA.	\$_____	\$_____
0012AE	All Work to Install Gate Signs (See Detail Drawings)	6	EA.	\$_____	\$_____
0012AF	All Work to Install Warning Signs on Pipe Rail Fence	125	EA.	\$_____	\$_____

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0012AG	Perimeter Survey for Pipe Rail Fence Alignment (See Section 01000 SCOPE OF WORK)	4,800	L.M.	\$_____	\$_____
TOTAL ITEM 0012					\$_____
0013	All work to complete Pipe Rail Fence alignment between Knik Arm and the Northern side of Clunie Lake (See Drawing Plate G-4 and Section 01000 SCOPE OF WORK):				
0013AA	Contractor Design (Design Build portion to include but not limited to design of fence foundations, geotech survey, design charette, site plat, site topography)	1	JOB	\$_____	\$_____
0013AB	All Work to Install Pipe Rail Fence including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING)	8,700	L.M.	\$_____	\$_____
0013AC	All Work to Install Manually Operated Steel Pipe Swing Gate 4.6 Meter (Max) Opening. See Detail Drawings and Section 01000 SCOPE OF WORK.	1	EA.	\$_____	\$_____
0013AD	All Work to Install Manually Operated Steel Pipe Swing Gate 3.1 Meter (Max) Opening. See Detail Drawings and Section 01000 SCOPE OF WORK	1	EA.	\$_____	\$_____
0013AE	All Work to Install Stationary Bollards (See Detail Drawings and Section 01000 SCOPE OF WORK)	17	EA.	\$_____	\$_____
0013AF	All Work to Install Gate Signs (See Detail Drawings)	4	EA.	\$_____	\$_____
0013AG	All Work to Install Warning Signs on Pipe Rail Fence	95	EA.	\$_____	\$_____
TOTAL ITEM 0013					\$_____
0014	All work to complete Pipe Rail Fence alignment along the East side of Glenn Highway between the Northern terminus of existing Pipe Rail Fence running North/South along the East side of Anchorage to the termination point to the East of the Anchorage Regional Lanfill. All work to also complete Pipe Rail Fence alignment along the Eastern Fort Richardson boundary to the				

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
	East of the Anchorage Regional Landfill and the Glenn Highway (See Drawing Plate G-4 and Section 01000 SCOPE OF WORK):				
0014AA	Contractor Design (Design Build portion to include but not limited to design of fence foundations, geotech survey, site plat, site topography)	1	JOB	\$_____	\$_____
0014AB	All Work to Install Pipe Rail Fence including all clearing and grubbing (See Sections 01000 SCOPE OF WORK and 02231 CLEARING AND GRUBBING)	13,300	L.M.	\$_____	\$_____
0014AC	All Work to Install Manually Operated Steel Pipe Swing Gate 7.3 Meter (Max.) Opening (See Detail Drawings and Section 01000 SCOPE OF WORK)	5	EA.	\$_____	\$_____
0014AD	All Work to Install Stationary Bollards (See Detail Drawings and Section 01000 SCOPE OF WORK)	75	EA.	\$_____	\$_____
0014AE	All Work to Install Gate Signs (See Detail Drawings)	10	EA.	\$_____	\$_____
0014AF	All Work to Install Warning Signs on Pipe Rail Fence	145	EA.	\$_____	\$_____
0014AG	Perimeter Survey for Pipe Rail Fence Alignment (See Section 01000 SCOPE OF WORK)	6,400	L.M.	\$_____	\$_____
			TOTAL ITEM 0014		\$_____
0015	All Work to Install Boundary Monuments (See Section 01000 SCOPE OF WORK)	5	EA.	\$_____	\$_____
0016	All Work to Install Additional Boundary Monuments (See Section 01000 SCOPE OF WORK)	5	EA.	\$_____	\$_____
			TOTAL OPTIONAL ITEMS		\$_____
			TOTAL BASE AND OPTIONAL ITEMS		\$_____

NOTE:

1. Bids shall not be submitted for quantities less than those specified for each line item. Bidders shall bid on all line items of the Schedule. Failure to include pricing for all quantities of all line items will result in rejection of the bid as non-responsive.

04040/11

Installation Boundary Fencing, Ft. Richardson, Ak.

2. Optional Bid Items 0010 through 0014 include sub-items shown. They will be awarded or not, based on the amounts shown on the line "Total Item _____".

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Section 00100 - Bidding Schedule/Instructions to Bidders

52.204-6	Data Universal Numbering System (DUNS) Number	OCT 2003
52.214-34	Submission Of Offers In The English Language	APR 1991
52.214-35	Submission Of Offers In U.S. Currency	APR 1991
52.214-4022	Basis of Award	DEC 1999
52.214-5000	Apparent Clerical Mistakes	MAY 1999
52.215-1	Instructions to Offerors --Competitive Acquisition	JAN 2004
52.216-1	Type Of Contract	APR 1984
52.217-5	Evaluation Of Options	JUL 1990
52.219-18	Notification of Competition Limited to Eligible 8(A) Concerns	JUN 2003
52.219-18 Alt I	Notification of Competition Limited to Eligible 8(A) Concerns (Jun 2003) - Alternate I	NOV 1989
52.228-1	Bid Guarantee	SEP 1996
52.228-4001	Information Regarding Performance and Payment Bonds (FAR FEB 2001 28.102)	
52.228-4003	Individual Sureties	DEC 1999
52.232-13	Notice Of Progress Payments	APR 1984
52.233-2	Service Of Protest	AUG 1996
52.236-28	Preparation of Proposals --Construction	OCT 1997
52.236-4902	Magnitude of Construction	DEC 1999

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

- (iii) Company physical street address, city, state and Zip Code.
 - (iv) Company mailing address, city, state and Zip Code (if separate from physical).
 - (v) Company telephone number.
 - (vi) Date the company was started.
 - (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (End of provision)

52.214-34 SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

Offers submitted in response to this solicitation shall be in the English language. Offers received in other than English shall be rejected.

(End of provision)

52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

Basis of Award (52.214-4022)

Notwithstanding any other provision of this invitation, the Government will award all base bid items as a minimum.

52.214-5000 APPARENT CLERICAL MISTAKES (MAR 1995)--EFARS

(a) For the purpose of initial evaluations of bids, the following will be utilized in the resolving arithmetic discrepancies found on the face of bidding schedule as submitted by the bidder:

- (1) Obviously misplaced decimal points will be corrected;
- (2) Discrepancy between unit price and extended price, the unit price will govern;
- (3) Apparent errors in extension of unit prices will be corrected;
- (4) Apparent errors in addition of lump-sum and extended prices will be corrected.

(b) For the purpose of bid evaluation, the government will proceed on the assumption that the bidder intends his bid to be evaluated on basis of the unit prices, the totals arrived at by resolution of arithmetic discrepancies as provided above and the bid will be so reflected on the abstract of bids.

(c) These correction procedures shall not be used to resolve any

ambiguity concerning which bid is low.
(End of statement)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in

evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

- (1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Error! Reference source not found.** will notify **Cheryl Anderson, Contracting Division, CENWS/CT-CB, Post Office Box 3755, Seattle, Washington 98124-3755** in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)--
ALTERNATE I (NOV 1989)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(4) The offeror's approved business plan is on the file and serviced by .

(b) By submission of its offer, the Offeror certifies that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The **Error! Reference source not found.** will notify **Cheryl Anderson, Contracting Division, CENWS/CT-CB, Post Office Box 3755, Seattle, Washington 98124-3755** in writing immediately upon entering an agreement (either

oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

52.228-1 BID GUARANTEE (SEP 1996)

(a) Failure to furnish a bid guarantee in the proper form and amount, by the time set for opening of bids, may be cause for rejection of the bid.

(b) The bidder shall furnish a bid guarantee in the form of a firm commitment, e.g., bid bond supported by good and sufficient surety or sureties acceptable to the Government, postal money order, certified check, cashier's check, irrevocable letter of credit, or, under Treasury Department regulations, certain bonds or notes of the United States. The Contracting Officer will return bid guarantees, other than bid bonds, (1) to unsuccessful bidders as soon as practicable after the opening of bids, and (2) to the successful bidder upon execution of contractual documents and bonds (including any necessary coinsurance or reinsurance agreements), as required by the bid as accepted.-

(c) The amount of the bid guarantee shall be **2%** percent of the bid price or **\$3,000,000**, whichever is less.-

(d) If the successful bidder, upon acceptance of its bid by the Government within the period specified for acceptance, fails to execute all contractual documents or furnish executed bond(s) within 10 days after receipt of the forms by the bidder, the Contracting Officer may terminate the contract for default.-

(e) In the event the contract is terminated for default, the bidder is liable for any cost of acquiring the work that exceeds the amount of its bid, and the bid guarantee is available to offset the difference.

(End of clause)

INFORMATION REGARDING PERFORMANCE AND PAYMENT BONDS (FAR 28.102) (52.228-4001) FEB 2001

Within 10 days after the prescribed forms are presented to the bidder to whom award is made, unless a shorter time is prescribed in the contract, two bonds, namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A), shall be executed and furnished to the Government, each with good and sufficient surety or sureties acceptable to the Government. The penal sums of such bonds shall be as follows:

(1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.

(2) Payment Bond. The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

Any bonds furnished must be furnished by the Contractor to the Government prior to commencement of contract performance.

INDIVIDUAL SURETIES (52.228-4003) DEC 1999

As prescribed in FAR 28.203, individual sureties are acceptable for all types of bonds except position schedule bonds.

One individual surety is adequate support for a bond, provided the unencumbered value of the assets pledged by that individual surety equal or exceed the amount of the bond. An offeror may submit up to three individual sureties for each bond, in which case the pledged assets, when combined, must equal or exceed the penal amount of the bond. Each individual surety must accept both joint and several liability to the extent of the penal amount of the bond.

An individual surety may be accepted only if a security interest in acceptable assets is provided to the Government by the individual surety. **THE SECURITY INTEREST SHALL BE FURNISHED WITH THE BOND.**

Acceptable assets include:

- (a) Cash, or certificates of deposit, or other cash equivalents with a federally insured financial institution;
- (b) United States Government securities at market value.
- (c) Stocks and bonds actively traded on a national U.S. security exchange with certificates issued in the name of the individual surety. (See FAR 28.203-2(b)(3) for list of acceptable exchanges).

(d) Real property owned in fee simple by the surety without any form of concurrent ownership, except as provided in FAR 28.203-2(c) (3)(iii), and located within the 50 United States, its territories, or possessions. These assets will be accepted at 100% of the most current tax assessment value (exclusive of encumbrances) or 75% of the properties' unencumbered market value provided a current appraisal is furnished. (See clause entitled "Pledges of Assets").

(e) Irrevocable letters of credit (ILC) issued by a federally insured financial institution in the name of the contracting agency and which identify the agency and solicitation or contract number for which the ILC is provided.

Unacceptable assets include but are not limited to:

- (a) Notes or accounts receivable;
- (b) Foreign securities;
- (c) Real property as follows:
 - (1) Real property located outside the United States, its territories, or possessions.
 - (2) Real property which is a principal residence of the surety.
 - (3) Real property owned concurrently regardless of the form of co-tenancy (including joint tenancy, tenancy by the entirety, and tenancy in common) except where all co-tenants agree to act jointly.
 - (4) Life estates, leasehold estates, or future interests in real property.
- (d) Personal property other than that listed as acceptable assets above (e.g., jewelry, furs, antiques);
- (e) Stocks and bonds of the individual surety in a controlled, affiliated, or closely held concern of the offeror/contractor;
- (f) corporate assets (e.g., plant and equipment);
- (g) Speculative assets (e.g., mineral rights);
- (h) Letters of credit, except as provided above.

In order for the Contracting Officer to determine the acceptability of individuals proposed as sureties, all bidders/offerors who submit bonds which are executed by individual sureties shall furnish with the bonds:

- (a) SF28, Affidavit of Individual Surety,
 - (b) Security interest provided to the Government for all pledged assets (See clause entitled "Pledge of Assets")
- and

(c) A current list of all other bonds (including Bid Bonds) on which each individual surety is a surety and bonds for which the individual is requesting to be a surety, together with a statement as to the percent of completion of these bonded jobs. The list will include Contract or Solicitation Numbers, the name, address and telephone number of the contracting office, the type of bond (bid, performance or payment), and the amount of each original obligation. (Note: Performance and Payment bonds must be listed separately.)

Failure to furnish this information may result in non-approval of the surety and a determination of nonresponsibility.

52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

The need for customary progress payments conforming to the regulations in Subpart 32.5 of the Federal Acquisition

Regulation (FAR) will not be considered as a handicap or adverse factor in the award of the contract. The Progress Payments clause included in this solicitation will be included in any resulting contract, modified or altered if necessary in accordance with subsection 52.232-16 and its Alternate I of the FAR. Even though the clause is included in the contract, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from **Cheryl Anderson, Chief, Contracting Division, CENWS-CT-CB, Post Office Box 3755, Seattle, Washington 98124-3755.**

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

MAGNITUDE OF CONSTRUCTION (FAR 36.204) (52. 236-4902) DEC 1999

(a) Amount of Construction for this solicitation is in the range of **\$1,000,000 to \$5,000,000.**

SECTION 00110
PROPOSAL SUBMISSION AND EVALUATION

1. INTRODUCTION.

1.1. Your firm is invited to submit a proposal in response to Request for Proposal No. **W912DW-04-R-0039** entitled "**Installation Boundary Fence, Fort Richardson, Alaska**". Prospective offerors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. In accordance with Federal Acquisition Regulations (FAR), Part 15.101-2, proposals will be evaluated using the lowest price technically acceptable source selection process. The evaluation process will be to first determine those proposals that are technically acceptable and then from those proposals determine which firm is the lowest price. The firm offering the **lowest price technically acceptable offer will be awarded the contract.**

1.2. It has been determined that competition will be limited to **8(a) firms located in the Region 10 (Alaska, Washington, Oregon, and Idaho).** All other firms are deemed ineligible to submit offers. Competition will not be restricted by stage of 8(a) program participation.

1.3. Joint Ventures are allowed to submit proposals on 8(a) competitive projects. Joint Venture Agreements – The Small Business Administration **must receive the Joint Venture agreement prior to proposal time and due date and it must be approved before award of a resulting contract.** If you are contemplating a Joint Venture on this project, you must advise your assigned Business Opportunity Specialist (BOS) in writing as soon as possible. It is also recommended that the agreement be submitted as soon as practicable to ensure compliance with established regulations. Any corrections and/or changes needed can be made only when your BOS has adequate time for a thorough review before the proposal due date. **NO CORRECTIONS AND OR/CHANGES ARE ALLOWED AFTER TIME AND DATE OF SUBMISSION OF PROPOSAL.**

1.4. Project Description The project description is as follows: Construct fencing and repair broken and damaged fencing. Provide gates at all vehicle access ways and reinforce fencing (cabling and anchors) at areas subject to vehicle access. Provide pedestrian and bicycle access restriction measures along the right of way of the Glenn Highway without impacting animal access trails. Construct pipe rail fence for vehicle access control in areas sensitive to animal migration. Design details for fence and a registered surveyor will be required. The estimated performance period is 360 calendar days. This procurement action will be negotiated and awarded pursuant to Section 8(a) of the Small Business Act (15 U.S.C. 637(a) and the DOD/SBA Partnership Agreement dated February 1, 2002. Proposed procurement will result in award of a firm fixed price contract.

2. EVALUATION FACTORS.

2.1. Technical Evaluation Factors.

2.1.1. The technical evaluation factors identified below will be evaluated on an ACCEPTABLE/NON-ACCEPTABLE basis only:

2.1.1.1. Relevant Experience of Firms Proposed

2.1.1.2. Qualifications of Proposed Key Team Members

2.1.1.3. Past Performance, Customer Satisfaction, Timely performance

2.2. Basis of the source selection evaluation - This Section establishes the method to be implemented with regard to the evaluation of the proposals. Evaluation is to be based exclusively on the merits and contents of the proposal and any subsequent discussions required. Offerors not meeting the minimum requirements of **all** technical evaluation factors shall be determined to be **NON-ACCEPTABLE** and will not be considered for award. Technical Proposals will be evaluated on an **ACCEPTABLE** or **NON-ACCEPTABLE** basis only. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that factor was provided. Award will be made to the lowest price technically acceptable offeror.

2.2.1. Technical Evaluation Ratings - Definitions

2.2.1.1. Acceptable: An acceptable rating indicates that the offeror has provided sufficient information to meet the **minimum** qualifications/standards described in the technical evaluation factor.

2.2.1.2. Non-Acceptable: A non-acceptable rating indicates that the offeror has not provided sufficient information to meet the **minimum** qualifications/standards described in the technical evaluation factor.

3. GENERAL SUBMITTAL REQUIREMENTS.

3.1. Proposals shall be submitted in two parts: (a) **technical proposal**, and (b) **price proposal**. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. The maximum number of pages in the technical proposal should not exceed 60 one-sided pages with a font size no smaller than 10 point. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and moneys are expended in preparing information required by the RFP. Proposals are to be on 8 ½ x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8½ x 11-inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. No material shall be incorporated by reference or reiteration of the RFP. Any such material

will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Table of Contents, Index Tabs, and Photographs **will not** be considered a page. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present complete and effective responses are not desired and may be construed as an indication of the Offerors lack of cost consciousness. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

4. MINIMUM SUBMITTAL REQUIREMENTS

4.1. Relevant Experience of the firms proposed for the design-build team with similar projects: The Offeror shall submit projects demonstrating relevant experience. "Relevant experience" is defined as construction experience and/or installing fencing similar in scope, cost, and complexity to the project in this solicitation, including civilian and military projects. **Projects submitted can be projects completed by any member company of the Design-Build Team.** Provide a list of specific projects, using the format below, including projects for the design, construction/fencing installation, and the required surveying that are either currently in process (if in process project must be at least 75% complete) or were completed within the last seven (7) years. **List two (2) projects for this criterion.** Start with the most recent and relevant projects and work backwards in time. One of the projects is to demonstrate design/survey capability. **The projects selected should clearly demonstrate the capabilities of the design-build team in one or more of the areas described in this paragraph.**

As a minimum, for each project listed, provide:

- 1) Project title and location
- 2) Dollar value of construction
- 3) Construction period (month/year start to month/year end)
- 4) Description of the project scope of work
- 5) Brief description of how the project is relevant, and meets the requirements of this RFP project.
- 6) Current primary point of contact for the customer (name, relationship to project, agency/firm affiliation, city and state, phone number).

4.2. Qualifications of proposed key team members: Provide qualifications, in the form of resumes, for the KEY individual team members proposed for both construction and design work. In addition, the Offeror will provide a concise summary of the duties and responsibilities for each of the proposed individuals that clearly indicates separate duties and responsibilities for each of the positions. The proposal should clearly present the separate credentials for each position and each person performing the duties of the position to which they are identified. Resumes should include examples of project experience, not to exceed three (3) examples, and educational qualifications, if applicable. It is expected that the key individuals in your proposal will be the individuals who perform work under the contract. **The Contracting Officer must approve substitute personnel.**

Should the Contractor choose to use a (non-employee of their firm) member of the Design-Build Team to for the position of Project Manager and/or Contractor Quality Control (CQC) System Manager, as the responsible party the Prime Contractor must submit a detailed explanation demonstrating how they plan to maintain control of quality and insure timely installation and completion of the requirements.

Resumes should be no more than two (2) pages per individual and submitted in a format similar to the one shown below. As a minimum, provide resumes for the following individuals (individuals may have more than one role)

Construction/Fencing: Project Manager, Contractor Quality Control (CQC) Systems Manager, and Project On-site Superintendent

Design: Design Project Manager and Surveyor

4.2.1. Project Manager: The Project Manager shall have a baccalaureate degree in a relevant field such as engineering, architecture or construction management with a minimum of three (3) projects that demonstrates the ability to construct projects similar in scope, cost and complexity to this contract **or** a person in the construction field with a minimum of 5 years in as a project manager on projects of the same scope, size and complexity of this solicitation

4.2.2. Contractor Quality Control (CQC) System Manager: The CQC (Contractor Quality Control) System Manager shall be a graduate engineer, graduate architect, or a graduate of construction management, with a minimum of 5 years construction experience on construction similar to this solicitation or a construction person with a minimum of 10 years in related work. Experience must have occurred with the past 10 years.

4.2.3. Project On-site Superintendent: The Project Superintendent shall have no less than 5 years experience as a project superintendent on construction projects of similar scope, size and complexity. The experience must demonstrate construction knowledge and ability to manage construction, the installation of fencing and be consistent with the type of construction/fencing provided for in this solicitation.

4.2.4. Design Project Manager: The Design Manager shall have a minimum of 5 years experience managing similar projects. Experience must include developing and managing a schedule with a list of activities, managing a project budget, and briefing the project status.

4.2.5. Surveyor: The Surveyor shall at a minimum be licensed and registered

in the State of Alaska and have a minimum of three years experience at the Level Three Order for Surveying. Respondents shall submit proof of Level Three Order certification.

RESUME FORMAT

Name and Title

- 1. Proposed Duties/Functions for this project*
- 2. Firm Affiliation and Years Affiliated*
- 3. Years of Experience performing duties/functions as proposed for this project.*
- 4. Education – School attended, Degree, Certification, Year, and Specialization*
- 5. List Active Registrations (Professional or Technical Licenses/Certifications)*
- 6. Describe Specific Qualifications for this project*
- 7. List Projects worked on to Include:*
 - Project Title & Location,*
 - Scope Size and Complexity,*
 - Duties/Functions,*
 - Date of project*
- 8. Demonstrate how each project submitted is relevant to the project to be constructed under this solicitation.*

4.3. Past Performance of the Prime. Past performance of the **Prime Contractor** will be evaluated using the CCASS database. All performance ratings for the past 7 years shall be considered. If an offeror does not have past performance available in CCASS or wishes to augment the CCASS system ratings, the offerors may ask customers to submit the Customer Satisfaction Survey found at the end of this section. For each project constructed for Private Industry, provide a completed Customer Satisfaction Survey for each applicable project within the last 7 years. All Customer Satisfaction Surveys must be submitted to the Government from the customer or agency that is providing the information. Further instructions are found at the top of the Customer Satisfaction Survey. It is requested that only relevant projects be included. A relevant project is one of the same scope, cost and complexity as this solicitation. Should the offerors want to review the CCASS ratings contained in the Corps of Engineers CCASS Database, they may request the information by fax on company letterhead at the following telephone-fax number: (503) 808-4596. The Government reserves the right to contact the evaluator on previous Government or Private Sector work to verify the Offerors construction experience. **In the case of an offeror without a record of past performance or for whom information on past performance is not available, the offeror may not be evaluated as favorable or unfavorable on past performance (See FAR 15.305(a)(2)(iv)).** An overall rating of satisfactory or above on CCASS performance evaluations and an overall acceptable rating on Customer Satisfaction Surveys will be given an acceptable rating. **Please do not submit past performance information for other members of the Design-Build Team as only the Past Performance of the Prime Contractor is being evaluated.**

4.3.1. Offeror Submitted Surveys. Surveys submitted directly by the offeror may not be considered. Please ensure envelopes containing surveys being submitted to this office do not contain the offerors return address.

4.3.2 As a maximum, no more than five (5) customer satisfaction surveys will be considered for the prime firm (i.e., the firm signing the Standard Form 1442, Solicitation, Offer and Award) for work not listed (i.e. civilian projects) in the Government CCASS system.

5. PROPOSAL CONTENTS/FORMAT.

5.1. Technical Proposal Format. As a minimum, each copy of the technical proposal should contain the information and follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

5.2. Technical Proposal Format- Five (5) sets required, **original plus four (4) copies**

TECHNICAL PROPOSAL FORMAT

1. Technical Proposal Cover Letter, to include:

a. Solicitation Number

b. Name, address, and telephone and facsimile numbers of the Offeror (and electronic address, if available)

c. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item and that the offer has an acceptance period of 120 calendar days from the date the proposal is submitted.

d. Name, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offerors behalf with the Government in connection with this solicitation

e. Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

f. Table of Contents. List all sections for the technical proposal. Any future amendments, additions and/or revisions to proposal shall include updated Table of Contents for each set.

2. Relevant Experience data

3. Qualifications of key team members.

4. Past Performance data.

5.3. Price Proposal Format. The price proposal shall be submitted in an **ORIGINAL plus 1 copy** and must be signed by an official authorized to bind your firm. Note that Standard Form 1442, Block 13D, provides the number of calendar days after the date of the offer for which the proposal is firm. The price proposal, to be submitted at the same time as the technical proposal, should include:

SF 1442, Solicitation, Offer and Award and Award and Corporate certificate

Acknowledge all amendments by number and date in Block 19 on SF 1442

BACK

Pricing Schedule

Section 00600, Representation, Certifications and Other Statements of Offerors and Pre-award Information

Banking and Bonding information

Bid Bond

5.5. Additional Instructions.

5.5.1. Provide the name, point of contact, phone number, and address for the bank and bonding company of the firm signing the SF 1442.

5.5.2. Bid Bonds - Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

6. PROPOSAL EVALUATIONS AND AWARD. A firm fixed-price contract will be awarded to one firm submitting the proposal that:

6.1. Conforms to this request for proposals (RFP),

6.2. Is the technically acceptable, lowest price offer, and

6.3. Is determined to be in the best interest of the Government.

6.4. To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be accepted that does not address all factors specified in this solicitation or which includes stipulations or qualifying conditions.

6.5. Price. Price will be evaluated for reasonableness and to assess the offerors understanding of the contract requirements and any risk inherent in the offerors approach. Financial capacity and bonding ability will be checked.

6.6. Award. It is the intent of the Government to make award based upon the lowest price technically acceptable initial offer, without further discussions or additional information. Therefore, proposals shall be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss or revise your proposal. If award is not made on initial offers, discussion will be conducted as described below.

6.7. Competitive Range. (FAR 15.306(c))

6.7.1. Competitive Range. After initial evaluation of proposals, if the Contracting Officer determines that discussions are required, the Contracting Officer will establish a competitive range comprised of the technically acceptable proposals. Discussions will be held with firms in the competitive range.

6.7.2. Discussions . Should it be necessary for discussions, the Government will conduct written discussions with only those offerors determined to be technically acceptable. If all proposals are determined to be non-acceptable, at the Contracting Officer's discretion, all firms may be requested to participate in discussions. As a result of discussions, offerors may make revisions to their initial offers. Discussions will culminate in a request for Final Proposal Revision, the date and time of which will be common to all offerors.

7. DISCUSSIONS. Written or oral (i.e., telephonic) discussions may be conducted by the Government with all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revision, the date and time of which will be common to all offerors.

8. SELECTION AND AWARD. Subject to provisions contained herein, award will be made to one offeror. Evaluation for award will consist of evaluating technical criteria as acceptable or unacceptable, and then lowest price, subject to availability of funds. To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be acceptable that does not address all criteria specified in this solicitation or which includes stipulations or qualifying conditions.

If all proposals are determined to be non-acceptable, at the Contracting Officer's discretion, all firms will be requested to participate in discussions. As a result of discussions, offerors may make revisions to their initial offers. Discussions will culminate in a request for Final Offers, the date and time of which will be common to all offerors.

You are advised that equal consideration will be given to the evaluation of technical proposals rather than price, with evaluation factors (criteria) other than cost or price, when combined, are equal to cost or price

9. DEBRIEFINGS

9.1. Pre-award. Offerors excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

9.2. Post-award. Unsuccessful Offerors shall request post-award debriefing within three (3) days after the date on which the offeror received notification of contract award. Point-by-point comparisons with other offerors proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

10. PROPOSAL EXPENSES AND PRECONTRACT COSTS PROPOSAL EXPENSES AND PRECONTRACT COSTS: This RFP does not commit the Government to pay costs incurred in preparation and submission of the initial and any subsequent proposals or any other costs incurred prior to execution of a formal contract.

SEE CUSTOMER SATISFACTION SURVEY FOLLOWING THIS PAGE

END OF SECTION 00110

CUSTOMER SATISFACTION SURVEY

RFP W912DW-04-R-0039 – Installation Boundary Fence, Fort Richardson, Alaska

SECTION 1 – TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCED

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 - TO BE COMPLETED BY THE CUSTOMER REFERENCED AND MAILED, HAND-DELIVERED, E-MAILED OR FAXED DIRECTLY TO:

U.S. Army Corps of Engineers, Seattle District

Attn: CENWS-CT-CB-MU (*Sherrye L. Schmahl*)

P.O. Box 3755

Seattle, WA 98124-3755

E- Mail: ((Sherrye.L.Schmahl@nws02.usace.army.mil))

FAX: (206) 764-6817

Street Address:

4735 E. Marginal Way S.

Seattle WA 98134-2329

OVERVIEW: The firm shown above is submitting a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your participation is important to us and responses are required by the date proposals are due (**2004**) for inclusion in our evaluation. Your assistance is greatly appreciated.

In the blocks below, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1. Please include additional comments on a separate sheet of paper, including project number found in heading.

ITEM	ITEMS TO EVALUATED FOR THIS PROJECT	ACCEPTABLE	NON - ACCEPTABLE
1	Provided project schedules and completed most major milestones for the project on time.	<input type="checkbox"/>	<input type="checkbox"/>
2	Delivered Quality (<i>Construction</i>)?	<input type="checkbox"/>	<input type="checkbox"/>
3	Demonstrated a Willingness to Cooperate	<input type="checkbox"/>	<input type="checkbox"/>
4	Demonstrated Problem Solving Skills?	<input type="checkbox"/>	<input type="checkbox"/>
5	Managed the Project Effectively (including adequate Cost Controls)?	<input type="checkbox"/>	<input type="checkbox"/>
6	Managed Workforce Effectively, to include subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
7	Provided Adequate Warranty Support?	<input type="checkbox"/>	<input type="checkbox"/>
8	Kept You Informed on current status, problems, conditions, etc that affected the project?	<input type="checkbox"/>	<input type="checkbox"/>
9	Were payments withheld or liquidated damages assessed?	<input type="checkbox"/>	<input type="checkbox"/>
10	Effective subcontract/management plan? Did the firm make subcontracting goals?	<input type="checkbox"/>	<input type="checkbox"/>
11	Would they be your choice on future projects?	<input type="checkbox"/>	<input type="checkbox"/>
	Your OVERALL Level of Customer Satisfaction	ACCEPTABLE	NON- ACCEPTABLE

Your Name _____ **Phone Number** _____

Firm Name _____

Relationship to this Project: _____

Your assistance in providing this past performance information is appreciated.

CUSTOMER SATISFACTION SURVEY
RFP W912DW-04-R-0039 – Installation Boundary Fence, Fort Richardson, Alaska

SECTION 1 – TO BE COMPLETED BY THE OFFEROR AND PROVIDED TO THE CUSTOMER REFERENCED

Name of Firm Being Evaluated: _____

Project Title & Location: _____

Project Dollar Value: _____

Year Completed: _____ **Project Manager:** _____

SECTION 2 - TO BE COMPLETED BY THE CUSTOMER REFERENCED AND MAILED, HAND-DELIVERED, E-MAILED OR FAXED DIRECTLY TO:

U.S. Army Corps of Engineers, Seattle District
 Attn: CENWS-CT-CB-MU (*Sherrye L. Schmahl*)
 P.O. Box 3755
 Seattle, WA 98124-3755
 E- Mail: ((Sherrye.L.Schmahl@nws02.usace.army.mil))

FAX: (206) 764-6817
Street Address:
 4735 E. Marginal Way S.
 Seattle WA 98134-2329

OVERVIEW: The firm shown above is submitting a proposal on a Seattle District Corps of Engineers project and provided your name as a customer reference. Part of our evaluation process requires information on the firm's past performance. Your participation is important to us and responses are required by the date proposals are due (**2004**) for inclusion in our evaluation. Your assistance is greatly appreciated.

In the blocks below, please indicate your overall level of satisfaction with the work performed by the firm shown in Section 1. Please include additional comments on a separate sheet of paper, including project number found in heading.

ITEM	ITEMS TO EVALUATED FOR THIS PROJECT	ACCEPTABLE	NON - ACCEPTABLE
1	Provided project schedules and completed most major milestones for the project on time.	<input type="checkbox"/>	<input type="checkbox"/>
2	Delivered Quality (<i>Construction</i>)?	<input type="checkbox"/>	<input type="checkbox"/>
3	Demonstrated a Willingness to Cooperate	<input type="checkbox"/>	<input type="checkbox"/>
4	Demonstrated Problem Solving Skills?	<input type="checkbox"/>	<input type="checkbox"/>
5	Managed the Project Effectively (including adequate Cost Controls)?	<input type="checkbox"/>	<input type="checkbox"/>
6	Managed Workforce Effectively, to include subcontractors?	<input type="checkbox"/>	<input type="checkbox"/>
7	Provided Adequate Warranty Support?	<input type="checkbox"/>	<input type="checkbox"/>
8	Kept You Informed on current status, problems, conditions, etc that affected the project?	<input type="checkbox"/>	<input type="checkbox"/>
9	Were payments withheld or liquidated damages assessed?	<input type="checkbox"/>	<input type="checkbox"/>
10	Effective subcontract/management plan? Did the firm make subcontracting goals?	<input type="checkbox"/>	<input type="checkbox"/>
11	Would they be your choice on future projects?	<input type="checkbox"/>	<input type="checkbox"/>
	Your OVERALL Level of Customer Satisfaction	ACCEPTABLE	NON- ACCEPTABLE

Your Name _____ **Phone Number** _____

Firm Name _____

Relationship to this Project: _____

Your assistance in providing this past performance information is appreciated.

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Section 00600 - Representations & Certifications

52.203-2	Certificate Of Independent Price Determination	APR 1985
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	APR 1991
52.204-3	Taxpayer Identification	OCT 1998
52.204-5	Women-Owned Business (Other Than Small Business)	MAY 1999
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.219-1	Small Business Program Representations	MAY 2004
52.219-1 Alt I	Small Business Program Representations (May 2004) Alternate I	APR 2002
52.219-19	Small Business Concerns Representation For The Small Business Competitiveness Demonstration Program	OCT 2000
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-25	Affirmative Action Compliance	APR 1984
52.222-38	Compliance With Veterans' Employment Reporting Requirements	DEC 2001
52.223-4	Recovered Material Certification	OCT 1997
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.236-28	Preparation of Proposals --Construction	OCT 1997
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	MAR 1998
252.209-7002	Disclosure Of Ownership Or Control By A Foreign Government	SEP 1994
252.223-7001	Hazard Warning Labels	DEC 1991
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all

recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(3) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust

statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990A (all other Specialty Trade Contractors)**.

(2) The small business size standard is **\$12 M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **238990A (all other Specialty Trade Contractors)**.

(2) The small business size standard is **\$12 M**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(7) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

____ Black American.

____ Hispanic American.

____ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

____ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

____ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

____ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-19 SMALL BUSINESS CONCERN REPRESENTATION FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (OCT 2000)

(a) Definition.

"Emerging small business" as used in this solicitation, means a small business concern whose size is no greater than

50 percent of the numerical size standard applicable to the North American Industry Classification System (NAICS) code assigned to a contracting opportunity.

(b) [Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.] The Offeror [] is, [] is not an emerging small business.

(c) (Complete only if the Offeror is a small business or an emerging small business, indicating its size range.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ Over 1,000 ____ Over \$17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

52.223-4 RECOVERED MATERIAL CERTIFICATION (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered materials to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

(End of provision)

52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

() (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

() (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

() (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

() (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

() (v) The facility is not located within the United States or its outlying areas.

(End of clause)

52.236-28 PREPARATION OF PROPOSALS--CONSTRUCTION (OCT 1997)

(a) Proposals must be (1) submitted on the forms furnished by the Government or on copies of those forms, and (2) manually signed. The person signing a proposal must initial each erasure or change appearing on any proposal form.

(b) The proposal form may require offerors to submit proposed prices for one or more items on various bases, including--

(1) Lump sum price;

(2) Alternate prices;

(3) Units of construction; or

(4) Any combination of paragraphs (b)(1) through (b)(3) of this provision.

(c) If the solicitation requires submission of a proposal on all items, failure to do so may result in the proposal being rejected without further consideration. If a proposal on all items is not required, offerors should insert the words "no proposal" in the space provided for any item on which no price is submitted.

(d) Alternate proposals will not be considered unless this solicitation authorizes their submission.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST

COUNTRY (MAR 1998)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)

(a) Definitions. As used in this provision--

(1) "Entity controlled by a foreign government" means--

(i) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(ii) Any individual acting on behalf of a foreign government.

(2) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election or appointment of the Offeror's officers, directors, partners, regents, trustees, or a majority of the Offeror's board of directors by means, e.g., ownership, contract, or operation of law.

(3) "Foreign government" means any governing body organized and existing under the laws of any country other than the United States and its possessions and trust territories and any agent or instrumentality of that government.

(4) "Proscribed information" means--

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmental Information (SCI).

(b) Prohibition on award. No contract under a national security program may be awarded to a company owned by an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C.2536(a).

(c) Disclosure.

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity
Controlled by a Foreign Government

Description of Interest, Ownership
Percentage, and Identification of
Foreign Government

(End of provision)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL	_____	_____

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

SUBMIT THE FOLLOWING INFORMATION WITH YOUR OFFER
NOTICE TO OFFERORS REGARDING PRE-AWARD INFORMATION

It is requested that the following information be provided with your bid:

1. Company Name and Address: _____

2. Point of Contact:

Name: _____ Phone: (____) _____

Alt Phone: (____) _____ Fax: (____) _____

3. Electronic Transfer Payments will now be required for all new contracts. Do you currently receive Electronic Transfer Payments from this agency? (agency codes 00005524/00006482)

Yes() NO()

4. Name of Bank and Branch _____

Personal Banker _____

Telephone Number _____

Fax Number _____

5. Name of Bonding Agent Company _____

Agents Name _____

Telephone _____

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Section 00700 - Contract Clauses

52.201-4001	Successor Contracting Officers	DEC 1999
52.202-1 Alt I	Definitions (Jun 2004) --Alternate I	MAY 2001
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.212-4007	Environmental Litigation	NOV 1999
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 1999
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-6	Davis Bacon Act	FEB 1995
52.222-7	Withholding of Funds	FEB 1988
52.222-8	Payrolls and Basic Records	FEB 1988
52.222-9	Apprentices and Trainees	FEB 1988
52.222-10	Compliance with Copeland Act Requirements	FEB 1988
52.222-11	Subcontracts (Labor Standards)	FEB 1988
52.222-12	Contract Termination-Debarment	FEB 1988
52.222-13	Compliance with Davis -Bacon and Related Act Regulations.	FEB 1988
52.222-14	Disputes Concerning Labor Standards	FEB 1988
52.222-15	Certification of Eligibility	FEB 1988
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-23	Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction	FEB 1999
52.222-26	Equal Opportunity	APR 2002

52.222-27	Affirmative Action Compliance Requirements for Construction	FEB 1999
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Products	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-9	Buy American Act--Construction Materials	JUN 2003
52.225-10	Notice of Buy American Act Requirement--Construction Materials	MAY 2002
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.227-1	Authorization and Consent	JUL 1995
52.227-4	Patent Indemnity-Construction Contracts	APR 1984
52.228-2	Additional Bond Security	OCT 1997
52.228-11	Pledges Of Assets	FEB 1992
52.228-12	Prospective Subcontractor Requests for Bonds	OCT 1995
52.228-14	Irrevocable Letter of Credit	DEC 1999
52.228-15	Performance and Payment Bonds--Construction	JUL 2000
52.228-4001	Information Regarding Performance and Payment Bonds (FAR 28.102)	FEB 2001
52.229-3	Federal, State And Local Taxes	APR 2003
52.232-5	Payments under Fixed-Price Construction Contracts	SEP 2002
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-23	Assignment Of Claims	JAN 1986
52.232-27	Prompt Payment for Construction Contracts	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.236-2	Differing Site Conditions	APR 1984
52.236-3	Site Investigation and Conditions Affecting the Work	APR 1984
52.236-5	Material and Workmanship	APR 1984
52.236-6	Superintendence by the Contractor	APR 1984
52.236-7	Permits and Responsibilities	NOV 1991
52.236-8	Other Contracts	APR 1984
52.236-9	Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements	APR 1984
52.236-10	Operations and Storage Areas	APR 1984
52.236-11	Use and Possession Prior to Completion	APR 1984
52.236-12	Cleaning Up	APR 1984
52.236-13	Accident Prevention	NOV 1991
52.236-14	Availability and Use of Utility Services	APR 1984
52.236-15	Schedules for Construction Contracts	APR 1984
52.236-17	Layout of Work	APR 1984
52.236-21	Specifications and Drawings for Construction	FEB 1997
52.236-22	Design within Funding Limitations	APR 1984
52.236-26	Preconstruction Conference	FEB 1995

52.242-13	Bankruptcy	JUL 1995
52.242-14	Suspension of Work	APR 1984
52.243-4	Changes	AUG 1987
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.246-12	Inspection of Construction	AUG 1996
52.248-3	Value Engineering-Construction	FEB 2000
52.249-2 Alt I	Termination for Convenience of the Government (Fixed-Price) (May 2004) - Alternate I	SEP 1996
52.249-10	Default (Fixed-Price Construction)	APR 1984
52.252-4	Alterations in Contract	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7009	Section 8(a) Direct Award	MAR 2002
252.219-7010	Alternate A	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7031	Secondary Arab Boycott Of Israel	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	OCT 2003
252.227-7023	Drawings and Other Data to become Property of Government	MAR 1979
252.227-7033	Rights in Shop Drawings	APR 1966
252.231-7000	Supplemental Cost Principles	DEC 1991
252.236-7000	Modification Proposals -Price Breakdown	DEC 1991
252.242-7000	Postaward Conference	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000
PIL 2003-06	Security Contract Language for all Corps of Engineers' Unclassified Contracts	FEB 2003

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Successor Contracting Officers (52.201-4001)

The Contracting Officer who signed this contract is the primary Contracting Officer for the contract. Nevertheless, any Contracting Officer assigned to the Seattle District and acting within his/her authority may take formal action on this contract when a contract action needs to be taken and the primary Contracting Officer is unavailable.

52.202-1 DEFINITIONS (JUN 2004) --ALTERNATE I (MAR 2001)

(a) Agency head or head of the agency means the Secretary (Attorney General, Administrator, Governor, Chairperson, or other chief official, as appropriate) of the agency, unless otherwise indicated, including any deputy or assistant chief official of the executive agency.

(b) Commercial component means any component that is a commercial item.

(c) Component means any item supplied to the Government as part of an end item or of another component, except that for use in 52.225-9, and 52.225-11 see the definitions in 52.225-9(a) and 52.225-11(a).

(d) Contracting Officer means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(e) Nondevelopmental item means--

(1) Any previously developed item of supply used exclusively for governmental purposes by a Federal agency, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;

(2) Any item described in paragraph (f)(1) of this definition that requires only minor modification or modifications of a type customarily available in the commercial marketplace in order to meet the requirements of the procuring department or agency; or

(3) Any item of supply being produced that does not meet the requirements of paragraph (f)(1) or (f)(2) solely because the item is not yet in use.

(f) "Contracting Officer" means a person with the authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

(g) Except as otherwise provided in this contract, the term "subcontracts" includes, but is not limited to, purchase orders and changes and modifications to purchase orders under this contract.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

(1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and

(2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

(1) To pursue the same remedies as in a breach of the contract; and

(2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible

violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be--
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
 - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;
 - (3) For cost-plus-award-fee contracts--
 - (i) The base fee established in the contract at the time of contract award;
 - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
 - (4) For fixed-price-incentive contracts, the Government may--
 - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
 - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.
 - (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

(ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or

(iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

(3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.

(4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.

(d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.

(e) Penalties.

(1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.

(f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.

(End of clause)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

(1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or

(2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not

(3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.212-4007 ENVIRONMENTAL LITIGATION

(a) If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a Subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a Subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof.

(b) The term "environmental litigation", as used herein, means a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantially or procedurally, the effect of the work on the environment.

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

- (1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- (2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

- (a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.
- (b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.
- (c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--
 - (1) The actual subcontract; or
 - (2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) The requirements of paragraphs (b) and (c) of this clause shall--

(1) Become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4; and

(2) Be limited to such modifications.

(b) Before awarding any subcontract expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, on the date of agreement on price or the date of award, whichever is later; or before pricing any subcontract modification involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, the Contractor shall require the subcontractor to submit cost or pricing data (actually or by specific identification in writing), unless an exception under FAR 15.403-1 applies.

(c) The Contractor shall require the subcontractor to certify in substantially the form prescribed in FAR 15.406-2 that, to the best of its knowledge and belief, the data submitted under paragraph (b) of this clause were accurate, complete, and current as of the date of agreement on the negotiated price of the subcontract or subcontract modification.

The Contractor shall insert the substance of this clause, including this paragraph (d), in each subcontract that exceeds the threshold for submission of cost or pricing data at FAR 15.403-4 on the date of agreement on price or the date of award, whichever is later.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR

PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **ten (10) days before completion of the contract**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **360 calendar days**.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—DISADVANTAGED STATUS AND REPORTING (OCT 1999)

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

(End of clause)

52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

If the Contractor has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this contract, the Contractor shall immediately give notice, including all relevant information, to the Contracting Officer.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION. (SEP 2000)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts exceeding \$100,000 and require subcontractors to include these provisions in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

(End of clause)

52.222-6 DAVIS-BACON ACT (FEB 1995)

(a) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (d) of this clause; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in the clause entitled Apprentices and Trainees. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph (b) of this clause) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b)(1) The Contracting Officer shall require that any class of laborers or mechanics which is not listed in the wage

determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination.
 - (ii) The classification is utilized in the area by the construction industry.
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (2) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits, where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator or an authorized representative will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (3) In the event the Contractor, the laborers or mechanics to be employed in the classification, or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the 30-day period that additional time is necessary.
- (4) The wage rate (including fringe benefits, where appropriate) determined pursuant to subparagraphs (b)(2) and (b)(3) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (c) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis -Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(End of clause)

52.222-7 WITHHOLDING OF FUNDS (FEB 1988)

The Contracting Officer shall, upon his or her own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally assisted contract subject to Davis -Bacon prevailing wage requirements, which is held by the same Prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and

helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(End of clause)

52.222-8 PAYROLLS AND BASIC RECORDS (FEB 1988)

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of 3 years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under paragraph (d) of the clause entitled Davis-Bacon Act, that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b)(1) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under paragraph (a) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, DC 20402. The Prime Contractor is responsible for the submission of copies of payrolls by all subcontractors.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify--

(i) That the payroll for the payroll period contains the information required to be maintained under paragraph (a) of this clause and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR Part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph (b)(2) of this

clause.

(4) The falsification of any of the certifications in this clause may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.

(c) The Contractor or subcontractor shall make the records required under paragraph (a) of this clause available for inspection, copying, or transcription by the Contracting Officer or authorized representatives of the Contracting Officer or the Department of Labor. The Contractor or subcontractor shall permit the Contracting Officer or representatives of the Contracting Officer or the Department of Labor to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit required records or to make them available, the Contracting Officer may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(End of clause)

52.222-9 APPRENTICES AND TRAINEES (FEB 1988)

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with

the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal employment opportunity. The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(End of clause)

52.222-10 COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)

The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(End of clause)

52.222-11 SUBCONTRACTS (LABOR STANDARDS (FEB 1988)

(a) The Contractor or subcontractor shall insert in any subcontracts the clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Withholding of Funds, Subcontracts (Labor Standards), Contract Termination-Debarment, Disputes Concerning Labor Standards, Compliance with Davis -Bacon and Related Act Regulations, and Certification of Eligibility, and such other clauses as the Contracting Officer may, by appropriate instructions, require, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The Prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all the contract clauses cited in this paragraph.

(b)(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed Statement and Acknowledgment Form (SF 1413) for each subcontract, including the subcontractor's signed and dated acknowledgment that the clauses set forth in paragraph (a) of this clause have been included in the subcontract.

(i) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for such additional subcontract.

(End of clause)

52.222-12 CONTRACT TERMINATION--DEBARMENT (FEB 1988)

A breach of the contract clauses entitled Davis -Bacon Act, Contract Work Hours and Safety Standards Act-- Overtime Compensation, Apprentices and Trainees, Payrolls and Basic Records, Compliance with Copeland Act Requirements, Subcontracts (Labor Standards), Compliance with Davis -Bacon and Related Act Regulations, or Certification of Eligibility may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR 5.12.

(End of clause)

52.222-13 COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are hereby incorporated by reference in this contract.

(End of clause)

52.222-14 DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)

The United States Department of Labor has set forth in 29 CFR Parts 5, 6, and 7 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(End of clause)

52.222-15 CERTIFICATION OF ELIGIBILITY (FEB 1988)

(a) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis -Bacon Act or 29 CFR 5.12(a)(1).

(5) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national

origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

(a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
8.7% (Anchorage, Alaska) 15.1% (locations outside of Anchorage, Alaska)	6.9% (Alaska)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract; and
- (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is
[Contracting Officer shall insert description of the geographical areas where the contract is to be performed, giving the State, county, and city].
- (End of provision)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the

Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-27 AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)

(a) Definitions. "Covered area," as used in this clause, means the geographical area described in the solicitation for this contract.

"Deputy Assistant Secretary," as used in this clause, means Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, or a designee.

"Employer's identification number," as used in this clause, means the Federal Social Security number used on the employer's quarterly federal tax return, U.S. Treasury Department Form 941.

"Minority," as used in this clause, means--

(1) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

(2) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

(3) Black (all persons having origins in any of the black African racial groups not of Hispanic origin); and

(4) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race).

(b) If the Contractor, or a subcontractor at any tier, subcontracts a portion of the work involving any construction trade, each such subcontract in excess of \$10,000 shall include this clause and the Notice containing the goals for minority and female participation stated in the solicitation for this contract.

(c) If the Contractor is participating in a Hometown Plan (41 CFR 60-4) approved by the U.S. Department of Labor in a covered area, either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with the plan for those trades that have unions participating in the plan. Contractors must be able to demonstrate participation in, and compliance with, the provisions of the plan. Each Contractor or subcontractor participating in an approved plan is also required to comply with its obligations under the Equal Opportunity clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good-faith performance by other Contractors or subcontractors toward a goal in an approved plan does not excuse any Contractor's or subcontractor's failure to make good-faith efforts to achieve the plan's goals.

(d) The Contractor shall implement the affirmative action procedures in subparagraphs (g)(1) through (16) of this clause. The goals stated in the solicitation for this contract are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for the geographical area where that work is actually performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.

(e) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with which the Contractor has a collective bargaining agreement, to refer minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.

(f) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

(g) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and implement affirmative action steps at least as extensive as the following:

(1) Ensure a working environment free of harassment, intimidation, and coercion at all sites and in all facilities where the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall ensure that foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.

- (2) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- (3) Establish and maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations, and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (4) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (5) Develop on-the-job training opportunities and/or participate in training programs for the area that expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph (g)(2) of this clause.
- (6) Disseminate the Contractor's equal employment policy by--
- (i) Providing notice of the policy to unions and to training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its contract obligations;
 - (ii) Including the policy in any policy manual and in collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Reviewing the policy with all management personnel and with all minority and female employees at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to employees at each location where construction work is performed.
- (7) Review, at least annually, the Contractor's equal employment policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff, termination, or other employment decisions. Conduct review of this policy with all on-site supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- (8) Disseminate the Contractor's equal employment policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to, and discuss this policy with, other Contractors and subcontractors with which the Contractor does or anticipates doing business.
- (9) Direct recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than 1 month before the date for acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

(10) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after-school, summer, and vacation employment to minority and female youth both on the site and in other areas of the Contractor's workforce.

(11) Validate all tests and other selection requirements where required under 41 CFR 60-3.

(12) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.

(13) Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment-related activities to ensure that the Contractor's obligations under this contract are being carried out.

(14) Ensure that all facilities and company activities are nonsegregated except that separate or single-user rest rooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

(15) Maintain a record of solicitations for subcontracts for minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

(16) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's equal employment policy and affirmative action obligations.

(h) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs (g)(1) through (16) of this clause. The efforts of a contractor association, joint contractor-union, contractor-community, or similar group of which the contractor is a member and participant may be asserted as fulfilling one or more of its obligations under subparagraphs (g)(1) through (16) of this clause, provided the Contractor--

(1) Actively participates in the group;

(2) Makes every effort to ensure that the group has a positive impact on the employment of minorities and women in the industry;

(3) Ensures that concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;

(4) Makes a good-faith effort to meet its individual goals and timetables; and

(5) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

(i) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and nonminority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.

(j) The Contractor shall not use goals or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

(k) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts

under Executive Order 11246, as amended.

(l) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Opportunity clause, including suspension, termination, and cancellation of existing subcontracts, as may be imposed or ordered under Executive Order 11246, as amended, and its implementing regulations, by the OFCCP. Any failure to carry out these sanctions and penalties as ordered shall be a violation of this clause and Executive Order 11246, as amended.

(m) The Contractor in fulfilling its obligations under this clause shall implement affirmative action procedures at least as extensive as those prescribed in paragraph (g) of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246, as amended, the implementing regulations, or this clause, the Deputy Assistant Secretary shall take action as prescribed in 41 CFR 60-4.8.

(n) The Contractor shall designate a responsible official to--

(1) Monitor all employment-related activity to ensure that the Contractor's equal employment policy is being carried out;

(2) Submit reports as may be required by the Government; and

(3) Keep records that shall at least include for each employee the name, address, telephone number, construction trade, union affiliation (if any), employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

Nothing contained herein shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

(1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;

(2) Who customarily and regularly directs the work of two or more other employees;

(3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;

(4) Who customarily and regularly exercises discretionary powers; and

(5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

(1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--

(i) Rated at 30 percent or more; or

(ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or

(2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

(1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

- (iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- (v) Leaves of absence, sick leave, or any other leave;
- (vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;
- (vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- (viii) Activities sponsored by the Contractor, including social or recreational programs; and
- (ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

- (i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and
- (ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

- (1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and
- (2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.
- (b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."
- (c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.
- (d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.
- (f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.
- (End of clause)

52.223-3 HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)

- (a) "Hazardous material", as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).
- (b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material	Identification No.
(If none, insert "None")	

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to--

(i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;

(ii) Obtain medical treatment for those affected by the material; and

(iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

- (1) The emergency planning reporting requirements of section 302 of EPCRA.
- (2) The emergency notice requirements of section 304 of EPCRA.
- (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
- (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
- (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
- (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about--

- (i) The dangers of drug abuse in the workplace;
 - (ii) The Contractor's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;
- (4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--
- (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.
- (c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.
- (d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED PRODUCTS (AUG 2000)

- (a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material used in contract performance, including, if applicable, the percentage of postconsumer material content; and

(2) Submit this estimate to **Rose N.S. Olds, Contracting Office, U.S. Army Corps of Engineers, Seattle District.**

(End of clause)

52.223-14 TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Unless otherwise exempt, the Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). The Contractor shall file, for each facility subject to the Form R filing and reporting requirements, the annual Form R throughout the life of the contract.

(b) A Contractor-owned or -operated facility used in the performance of this contract is exempt from the requirement to file an annual Form R if--

(1) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

(2) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(3) The facility does not meet the reporting thresholds of toxic chemicals established under of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(4) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(i) Major group code 10 (except 1011, 1081, and 1094.

(ii) Major group code 12 (except 1241).

(iii) Major group codes 20 through 39.

(iv) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(v) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.)), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

(5) The facility is not located in the United States or its outlying areas.

(c) If the Contractor has certified to an exemption in accordance with one or more of the criteria in paragraph (b) of this clause, and after award of the contract circumstances change so that any of its owned or operated facilities used in the performance of this contract is no longer exempt--

(1) The Contractor shall notify the Contracting Officer; and

(2) The Contractor, as owner or operator of a facility used in the performance of this contract that is no longer exempt, shall (i) submit a Toxic Chemical Release Inventory Form (Form R) on or before July 1 for the prior calendar year during which the facility becomes eligible; and (ii) continue to file the annual Form R for the life of the contract for such facility.

(d) The Contracting Officer may terminate this contract or take other action as appropriate, if the Contractor fails to comply accurately and fully with the EPCRA and PPA toxic chemical release filing and reporting requirements.

(e) Except for acquisitions of commercial items, as defined in FAR Part 2, the Contractor shall--

(1) For competitive subcontracts expected to exceed \$100,000 (including all options), include a solicitation provision substantially the same as the provision at FAR 52.223-13, Certification of Toxic Chemical Release Reporting; and

(2) Include in any resultant subcontract exceeding \$100,000 (including all options), the substance of this clause, except this paragraph (e).

(End of clause)

52.225-9 BUY AMERICAN ACT—CONSTRUCTION MATERIALS (JUN 2003)

(a) Definitions. As used in this clause--

Component means an article, material, or supply incorporated directly into a construction material.

Construction material means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

Cost of components means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

Domestic construction material means--

- (1) An unmanufactured construction material mined or produced in the United States; or
- (2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

Foreign construction material means a construction material other than a domestic construction material.

United States means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference. (1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) by providing a preference for domestic construction material. The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.

(2) This requirement does not apply to the construction material or components listed by the Government as follows: [Contracting Officer to list applicable excepted materials or indicate "none"]

(3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

(ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;

(B) Unit of measure;

(C) Quantity;

(D) Price;

(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and

(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison

Construction material description	Unit of measure	Quantity	Price (dollars) \1\
Item 1			
Foreign construction material....
Domestic construction material...
Item 2			
Foreign construction material....
Domestic construction material...

Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).

List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.

Include other applicable supporting information.

(End of clause)

(a) Definitions. Construction material, domestic construction material, and foreign construction material, as used in this provision, are defined in the clause of this solicitation entitled "Buy American Act --Construction Materials" (Federal Acquisition Regulation (FAR) clause 52.225-9).

(b) Requests for determinations of inapplicability. An offeror requesting a determination regarding the inapplicability of the Buy American Act should submit the request to the Contracting Officer in time to allow a determination before submission of offers. The offeror shall include the information and applicable supporting data required by paragraphs (c) and (d) of the clause at FAR 52.225-9 in the request. If an offeror has not requested a determination regarding the inapplicability of the Buy American Act before submitting its offer, or has not received a response to a previous request, the offeror shall include the information and supporting data in the offer.

(c) Evaluation of offers. (1) The Government will evaluate an offer requesting exception to the requirements of the Buy American Act, based on claimed unreasonable cost of domestic construction material, by adding to the offered price the appropriate percentage of the cost of such foreign construction material, as specified in paragraph (b)(3)(i) of the clause at FAR 52.225-9.

(2) If evaluation results in a tie between an offeror that requested the substitution of foreign construction material based on unreasonable cost and an offeror that did not request an exception, the Contracting Officer will award to the offeror that did not request an exception based on unreasonable cost.

(d) Alternate offers.

(1) When an offer includes foreign construction material not listed by the Government in this solicitation in paragraph (b)(2) of the clause at FAR 52.225-9, the offeror also may submit an alternate offer based on use of equivalent domestic construction material.

(2) If an alternate offer is submitted, the offeror shall submit a separate Standard Form 1442 for the alternate offer, and a separate price comparison table prepared in accordance with paragraphs (c) and (d) of the clause at FAR 52.225-9 for the offer that is based on the use of any foreign construction material for which the Government has not yet determined an exception applies.

(3) If the Government determines that a particular exception requested in accordance with paragraph (c) of the clause at FAR 52.225-9 does not apply, the Government will evaluate only those offers based on use of the equivalent domestic construction material, and the offeror shall be required to furnish such domestic construction material. An offer based on use of the foreign construction material for which an exception was requested--

(i) Will be rejected as nonresponsive if this acquisition is conducted by sealed bidding; or

(ii) May be accepted if revised during negotiations.

(End of provision)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at [TerList1.html](http://www.treas.gov/ofac). More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's Web site at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-4 PATENT INDEMNITY--CONSTRUCTION CONTRACTS (APR 1984)

Except as otherwise provided, the Contractor agrees to indemnify the Government and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U.S.C. 181) arising out of performing this contract or out of the use or disposal by or for the account of the Government of supplies furnished or work performed under this contract.

(End of clause)

52.228-2 ADDITIONAL BOND SECURITY (OCT 1997)

The Contractor shall promptly furnish additional security required to protect the Government and persons supplying labor or materials under this contract if--

- (a) Any surety upon any bond, or issuing financial institution for other security, furnished with this contract becomes unacceptable to the Government.
 - (b) Any surety fails to furnish reports on its financial condition as required by the Government;
 - (c) The contract price is increased so that the penal sum of any bond becomes inadequate in the opinion of the Contracting Officer; or
 - (d) An irrevocable letter of credit (ILC) used as security will expire before the end of the period of required security. If the Contractor does not furnish an acceptable extension or replacement ILC, or other acceptable substitute, at least 30 days before an ILC's scheduled expiration, the Contracting officer has the right to immediately draw on the ILC.
- (End of clause)

52.228-11 PLEDGES OF ASSETS (FEB 1992)

- (a) Offerors shall obtain from each person acting as an individual surety on a bid guarantee, a performance bond, or a payment bond--
 - (1) Pledge of assets; and
 - (2) Standard Form 28, Affidavit of Individual Surety.
- (b) Pledges of assets from each person acting as an individual surety shall be in the form of--
 - (1) Evidence of an escrow account containing cash, certificates of deposit, commercial or Government securities, or other assets described in FAR 28.203-2 (except see 28.203-2(b)(2) with respect to Government securities held in book entry form) and/or;
 - (2) A recorded lien on real estate. The offeror will be required to provide--
 - (i) Evidence of title in the form of a certificate of title prepared by a title insurance company approved by the United States Department of Justice. This title evidence must show fee simple title vested in the surety along with any concurrent owners; whether any real estate taxes are due and payable; and any recorded encumbrances against the property, including the lien filed in favor of the Government as required by FAR 28.203-3(d);
 - (ii) Evidence of the amount due under any encumbrance shown in the evidence of title;
 - (iii) A copy of the current real estate tax assessment of the property or a current appraisal dated no earlier than 6 months prior to the date of the bond, prepared by a professional appraiser who certifies that the appraisal has been conducted in accordance with the generally accepted appraisal standards as reflected in the Uniform Standards of Professional Appraisal Practice, as promulgated by the Appraisal Foundation.

(End of clause)

52.228-12 PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS. (OCT 1995)

In accordance with Section 806(a)(3) of Pub. L. 102-190, as amended by Sections 2091 and 8105 of Pub. L. 103-355, upon the request of a prospective subcontractor or supplier offering to furnish labor or material for the performance

of this contract for which a payment bond has been furnished to the Government pursuant to the Miller Act, the Contractor shall promptly provide a copy of such payment bond to the requester.

(End of clause)

52.228-14 IRREVOCABLE LETTER OF CREDIT (DEC 1999)

(a) "Irrevocable letter of credit" (ILC), as used in this clause, means a written commitment by a federally insured financial institution to pay all or part of a stated amount of money, until the expiration date of the letter, upon presentation by the Government (the beneficiary) of a written demand therefor. Neither the financial institution nor the offeror/Contractor can revoke or condition the letter of credit.

(b) If the offeror intends to use an ILC in lieu of a bid bond, or to secure other types of bonds such as performance and payment bonds, the letter of credit and letter of confirmation formats in paragraphs (e) and (f) of this clause shall be used.

(c) The letter of credit shall be irrevocable, shall require presentation of no document other than a written demand and the ILC (including confirming letter, if any), shall be issued/confirmed by an acceptable federally insured financial institution as provided in paragraph (d) of this clause, and--

(1) If used as a bid guarantee, the ILC shall expire no earlier than 60 days after the close of the bid acceptance period;

(2) If used as an alternative to corporate or individual sureties as security for a performance or payment bond, the offeror/Contractor may submit an ILC with an initial expiration date estimated to cover the entire period for which financial security is required or may submit an ILC with an initial expiration date that is a minimum period of one year from the date of issuance. The ILC shall provide that, unless the issuer provides the beneficiary written notice of non-renewal at least 60 days in advance of the current expiration date, the ILC is automatically extended without amendment for one year from the expiration date, or any future expiration date, until the period of required coverage is completed and the Contracting Officer provides the financial institution with a written statement waiving the right to payment. The period of required coverage shall be:

(i) For contracts subject to the Miller Act, the later of--

(A) One year following the expected date of final payment;

(B) For performance bonds only, until completion of any warranty period; or

(C) For payment bonds only, until resolution of all claims filed against the payment bond during the one-year period following final payment.

(ii) For contracts not subject to the Miller Act, the later of--

(A) 90 days following final payment; or

(B) For performance bonds only, until completion of any warranty period.

(d) Only federally insured financial institutions rated investment grade or higher shall issue or confirm the ILC. The offeror/Contractor shall provide the Contracting Officer a credit rating that indicates the financial institution has the required rating(s) as of the date of issuance of the ILC. Unless the financial institution issuing the ILC had letter of credit business of less than \$25 million in the past year, ILCs over \$5 million must be confirmed by another acceptable financial institution that had letter of credit business of less than \$25 million in the past year.

(e) The following format shall be used by the issuing financial institution to create an ILC:

[Issuing Financial Institution's Letterhead or Name and Address]

Issue Date _____

IRREVOCABLE LETTER OF CREDIT NO. _____

Account party's name _____

Account party's address _____

For Solicitation No. _____ (for reference only)

TO: [U.S. Government agency]

[U.S. Government agency's address]

1. We hereby establish this irrevocable and transferable Letter of Credit in your favor for one or more drawings up to United States \$ _____. This Letter of Credit is payable at [issuing financial institution's and, if any, confirming financial institution's] office at [issuing financial institution's address and, if any, confirming financial institution's address] and expires with our close of business on _____, or any automatically extended expiration date.

2. We hereby undertake to honor your or the transferee's sight draft(s) drawn on the issuing or, if any, the confirming financial institution, for all or any part of this credit if presented with this Letter of Credit and confirmation, if any, at the office specified in paragraph 1 of this Letter of Credit on or before the expiration date or any automatically extended expiration date.

3. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this Letter of Credit that it is deemed to be automatically extended without amendment for one year from the expiration date hereof, or any future expiration date, unless at least 60 days prior to any expiration date, we notify you or the transferee by registered mail, or other receipted means of delivery, that we elect not to consider this Letter of Credit renewed for any such additional period. At the time we notify you, we also agree to notify the account party (and confirming financial institution, if any) by the same means of delivery.

4. This Letter of Credit is transferable. Transfers and assignments of proceeds are to be effected without charge to either the beneficiary or the transferee/assignee of proceeds. Such transfer or assignment shall be only at the written direction of the Government (the beneficiary) in a form satisfactory to the issuing financial institution and the confirming financial institution, if any.

5. This Letter of Credit is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution, if any, otherwise state of issuing financial institution].

6. If this credit expires during an interruption of business of this financial institution as described in Article 17 of the UCP, the financial institution specifically agrees to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

[Issuing financial institution]

(f) The following format shall be used by the financial institution to confirm an ILC:

[Confirming Financial Institution's Letterhead or Name and Address]

(Date) _____

Our Letter of Credit Advice Number _____

Beneficiary: _____ [U.S. Government agency]

Issuing Financial Institution: _____

Issuing Financial Institution's LC No.: _____

Gentlemen:

1. We hereby confirm the above indicated Letter of Credit, the original of which is attached, issued by _____ [name of issuing financial institution] for drawings of up to United States dollars _____/U.S. \$_____ and expiring with our close of business on _____ [the expiration date], or any automatically extended expiration date.

2. Draft(s) drawn under the Letter of Credit and this Confirmation are payable at our office located at _____.

3. We hereby undertake to honor sight draft(s) drawn under and presented with the Letter of Credit and this Confirmation at our offices as specified herein.

4. [This paragraph is omitted if used as a bid guarantee, and subsequent paragraphs are renumbered.] It is a condition of this confirmation that it be deemed automatically extended without amendment for one year from the expiration date hereof, or any automatically extended expiration date, unless:

(a) At least 60 days prior to any such expiration date, we shall notify the Contracting Officer, or the transferee and the issuing financial institution, by registered mail or other receipted means of delivery, that we elect not to consider this confirmation extended for any such additional period; or

(b) The issuing financial institution shall have exercised its right to notify you or the transferee, the account party, and ourselves, of its election not to extend the expiration date of the Letter of Credit.

5. This confirmation is subject to the Uniform Customs and Practice (UCP) for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication No. 500, and to the extent not inconsistent therewith, to the laws of _____ [state of confirming financial institution].

6. If this confirmation expires during an interruption of business of this financial institution as described in Article 17 of the UCP, we specifically agree to effect payment if this credit is drawn against within 30 days after the resumption of our business.

Sincerely,

 [Confirming financial institution]

(g) The following format shall be used by the Contracting Officer for a sight draft to draw on the Letter of Credit:

SIGHT DRAFT

 [City, State]

(Date) -----

[Name and address of financial institution]

Pay to the order of ----- [Beneficiary Agency] ----- the sum of United States
 \$----- . This draft is drawn under Irrevocable Letter of Credit No.

 [Beneficiary Agency]

By: -----

(End of clause)

52.228-15 PERFORMANCE AND PAYMENT BONDS--CONSTRUCTION (JUL 2000)-

(a) Definitions. As used in this clause--

Original contract price means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) Amount of required bonds. Unless the resulting contract price is \$100,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) Performance bonds (Standard Form 25). The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) Payment Bonds (Standard Form 25-A). The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) Additional bond protection. (i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) Furnishing executed bonds. The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) Surety or other security for bonds. The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or, in accordance with Treasury Department regulations, certain bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or may be obtained from the U.S. Department of Treasury, Financial Management Service, Surety Bond Branch, 401 14th Street, NW, 2nd Floor, West Wing, Washington, DC 20227.

(e) Notice of subcontractor waiver of protection (40 U.S.C. 270b(c)). Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.

(End of clause)

INFORMATION REGARDING PERFORMANCE AND PAYMENT BONDS (FAR 28.102) (52.228-4001) FEB 2001

Within 10 days after the prescribed forms are presented to the bidder to whom award is made, unless a shorter time is prescribed in the contract, two bonds, namely a performance bond (Standard Form 25) and a payment bond (Standard Form 25A), shall be executed and furnished to the Government, each with good and sufficient surety or sureties acceptable to the Government. The penal sums of such bonds shall be as follows:

- (1) Performance Bond. The penal sum of the performance bond shall equal one hundred percent (100%) of the contract price.
- (2) Payment Bond. The penal sum of the payment bond shall equal one hundred percent (100%) of the contract price.

Any bonds furnished must be furnished by the Contractor to the Government prior to commencement of contract performance.

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax

or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-5 PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (SEP 2002)

(a) Payment of price. The Government shall pay the Contractor the contract price as provided in this contract.

(b) Progress payments. The Government shall make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the Contracting Officer, on estimates of work accomplished which meets the standards of quality established under the contract, as approved by the Contracting Officer.

(1) The Contractor's request for progress payments shall include the following substantiation:

(i) An itemization of the amounts requested, related to the various elements of work required by the contract covered by the payment requested.

(ii) A listing of the amount included for work performed by each subcontractor under the contract.

(iii) A listing of the total amount of each subcontract under the contract.

(iv) A listing of the amounts previously paid to each such subcontractor under the contract.

(v) Additional supporting data in a form and detail required by the Contracting Officer.

(2) In the preparation of estimates, the Contracting Officer may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the Contractor at locations other than the site also may be taken into consideration if--

(i) Consideration is specifically authorized by this contract; and

(ii) The Contractor furnishes satisfactory evidence that it has acquired title to such material and that the material will be used to perform this contract.

(c) Contractor certification. Along with each request for progress payments, the Contractor shall furnish the following certification, or payment shall not be made: (However, if the Contractor elects to delete paragraph (c)(4) from the certification, the certification is still acceptable.)

I hereby certify, to the best of my knowledge and belief, that--

(1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;

(2) All payments due to subcontractors and suppliers from previous payments received under the contract have been made, and timely payments will be made from the proceeds of the payment covered by this certification, in accordance with subcontract agreements and the requirements of chapter 39 of Title 31, United States Code;

(3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract; and

(4) This certification is not to be construed as final acceptance of a subcontractor's performance.

(Name)

(Title)

(Date)

(d) Refund of unearned amounts. If the Contractor, after making a certified request for progress payments, discovers that a portion or all of such request constitutes a payment for performance by the Contractor that fails to conform to the specifications, terms, and conditions of this contract (hereinafter referred to as the "unearned amount"), the Contractor shall--

(1) Notify the Contracting Officer of such performance deficiency; and

(2) Be obligated to pay the Government an amount (computed by the Contracting Officer in the manner provided in paragraph (j) of this clause) equal to interest on the unearned amount from the 8th day after the date of receipt of the unearned amount until--

- (i) The date the Contractor notifies the Contracting Officer that the performance deficiency has been corrected; or
- (ii) The date the Contractor reduces the amount of any subsequent certified request for progress payments by an amount equal to the unearned amount.

(e) Retainage. If the Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the Contracting Officer shall authorize payment to be made in full. However, if satisfactory progress has not been made, the Contracting Officer may retain a maximum of 10 percent of the amount of the payment until satisfactory progress is achieved. When the work is substantially complete, the Contracting Officer may retain from previously withheld funds and future progress payments that amount the Contracting Officer considers adequate for protection of the Government and shall release to the Contractor all the remaining withheld funds. Also, on completion and acceptance of each separate building, public work, or other division of the contract, for which the price is stated separately in the contract, payment shall be made for the completed work without retention of a percentage.

(f) Title, liability, and reservation of rights. All material and work covered by progress payments made shall, at the time of payment, become the sole property of the Government, but this shall not be construed as--

(1) Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or

(2) Waiving the right of the Government to require the fulfillment of all of the terms of the contract.

(g) Reimbursement for bond premiums. In making these progress payments, the Government shall, upon request, reimburse the Contractor for the amount of premiums paid for performance and payment bonds (including coinsurance and reinsurance agreements, when applicable) after the Contractor has furnished evidence of full payment to the surety. The retainage provisions in paragraph (e) of this clause shall not apply to that portion of progress payments attributable to bond premiums.

(h) Final payment. The Government shall pay the amount due the Contractor under this contract after--

(1) Completion and acceptance of all work;

(2) Presentation of a properly executed voucher; and

(3) Presentation of release of all claims against the Government arising by virtue of this contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this contract has been assigned under the Assignment of Claims Act of 1940 (31 U.S.C. 3727 and 41 U.S.C. 15).

(i) Limitation because of undefinitized work. Notwithstanding any provision of this contract, progress payments shall not exceed 80 percent on work accomplished on undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in FAR Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes.

(j) Interest computation on unearned amounts. In accordance with 31 U.S.C. 3903(c)(1), the amount payable under subparagraph (d)(2) of this clause shall be--

(1) Computed at the rate of average bond equivalent rates of 91-day Treasury bills auctioned at the most recent auction of such bills prior to the date the Contractor receives the unearned amount; and

(2) Deducted from the next available payment to the Contractor.

(End of clause)

52.232-16 PROGRESS PAYMENTS (APR 2003)

The Government will make progress payments to the Contractor when requested as work progresses, but not more frequently than monthly, in amounts of \$2,500 or more approved by the Contracting Officer, under the following conditions:

(a) Computation of amounts. (1) Unless the Contractor requests a smaller amount, the Government will compute each progress payment as 80 percent of the Contractor's total costs incurred under this contract whether or not actually paid, plus financing payments to subcontractors (see paragraph (j) of this clause), less the sum of all previous progress payments made by the Government under this contract. The Contracting Officer will consider cost of money that would be allowable under FAR 31.205-10 as an incurred cost for progress payment purposes.

(2) The amount of financing and other payments for supplies and services purchased directly for the contract are limited to the amounts that have been paid by cash, check, or other forms of payment, or that are determined due and will be paid to subcontractors--

(i) In accordance with the terms and conditions of a subcontract or invoice; and

(ii) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(3) The Government will exclude accrued costs of Contractor contributions under employee pension plans until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's total costs for progress payments until paid).

(4) The Contractor shall not include the following in total costs for progress payment purposes in paragraph (a)(1) of this clause:

(i) Costs that are not reasonable, allocable to this contract, and consistent with sound and generally accepted accounting principles and practices.

(ii) Costs incurred by subcontractors or suppliers.

(iii) Costs ordinarily capitalized and subject to depreciation or amortization except for the properly depreciated or amortized portion of such costs.

(iv) Payments made or amounts payable to subcontractors or suppliers, except for --

(A) completed work, including partial deliveries, to which the Contractor has acquired title; and

(B) Work under cost-reimbursement or time-and-material subcontracts to which the Contractor has acquired title.

(5) The amount of unliquidated progress payments may exceed neither (i) the progress payments made against incomplete work (including allowable unliquidated progress payments to subcontractors) nor

(ii) the value, for progress payment purposes, of the incomplete work. Incomplete work shall be considered to be the supplies and services required by this contract, for which delivery and invoicing by the Contractor and acceptance by the Government are incomplete.

(6) The total amount of progress payments shall not exceed 80 percent of the total contract price.

(7) If a progress payment or the unliquidated progress payments exceed the amounts permitted by subparagraphs (a)(4) or (a)(5) above, the Contractor shall repay the amount of such excess to the Government on demand.

(8) Notwithstanding any other terms of the contract, the Contractor agrees not to request progress payments in dollar amounts of less than \$2,500. The Contracting Officer may make exceptions.

(b) Liquidation. Except as provided in the Termination for Convenience of the Government clause, all progress payments shall be liquidated by deducting from any payment under this contract, other than advance or progress payments, the unliquidated progress payments, or 80 percent of the amount invoiced, whichever is less. The Contractor shall repay to the Government any amounts required by a retroactive price reduction, after computing liquidations and payments on past invoices at the reduced prices and adjusting the unliquidated progress payments accordingly. The Government reserves the right to unilaterally change from the ordinary liquidation rate to an alternate rate when deemed appropriate for proper contract financing.

(c) Reduction or suspension. The Contracting Officer may reduce or suspend progress payments, increase the rate of liquidation, or take a combination of these actions, after finding on substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (f) and (g) below).

(2) Performance of this contract is endangered by the Contractor's

(i) failure to make progress or

(ii) unsatisfactory financial condition.

(3) Inventory allocated to this contract substantially exceeds reasonable requirements.

(4) The Contractor is delinquent in payment of the costs of performing this contract in the ordinary course of business.

(5) The unliquidated progress payments exceed the fair value of the work accomplished on the undelivered portion of this contract.

(6) The Contractor is realizing less profit than that reflected in the establishment of any alternate liquidation rate in paragraph (b) above, and that rate is less than the progress payment rate stated in subparagraph (a)(1) above.

(d) Title.

(1) Title to the property described in this paragraph (d) shall vest in the Government. Vestiture shall be immediately upon the date of this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the below-described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices.

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment, and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (ii) above; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract; e.g., the termination or special tooling clauses, shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract without requesting the Contracting Officer's approval, but the proceeds shall be credited against the costs of performance.

(5) To acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. The Contractor shall (i) exclude the allocable costs of the property from the costs of contract performance, and (ii) repay to the Government any amount of unliquidated progress payments allocable to the property. Repayment may be by cash or credit memorandum.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all progress payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(e) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. The Contractor shall repay the Government an amount equal to the unliquidated progress payments that are based on costs allocable to property that is damaged, lost, stolen, or destroyed.

(f) Control of costs and property. The Contractor shall maintain an accounting system and controls adequate for the proper administration of this clause.

(g) Reports and access to records. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information reasonably requested by the Contracting Officer for the administration of this clause. Also, the Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's books, records, and accounts.

(h) Special terms regarding default. If this contract is terminated under the Default clause, (i) the Contractor shall, on demand, repay to the Government the amount of unliquidated progress payments and (ii) title shall vest in the

Contractor, on full liquidation of progress payments, for all property for which the Government elects not to require delivery under the Default clause. The Government shall be liable for no payment except as provided by the Default clause.

(i) Reservations of rights. (1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause

(i) Shall not be exclusive but rather shall be in addition to any other rights and remedies provided by law or this contract and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(j) Financing payments to subcontractors. The financing payments to subcontractors mentioned in paragraphs (a)(1) and (a)(2) of this clause shall be all financing payments to subcontractors or divisions, if the following conditions are met:

(1) The amounts included are limited to--

(i) The unliquidated remainder of financing payments made; plus

(ii) Any unpaid subcontractor requests for financing payments.

(2) The subcontract or interdivisional order is expected to involve a minimum of approximately 6 months between the beginning of work and the first delivery; or, if the subcontractor is a small business concern, 4 months.

(3) If the financing payments are in the form of progress payments, the terms of the subcontract or interdivisional order concerning progress payments--

(i) Are substantially similar to the terms of this clause for any subcontractor that is a large business concern, or this clause with its Alternate I for any subcontractor that is a small business concern;

(ii) Are at least as favorable to the Government as the terms of this clause;

(iii) Are not more favorable to the subcontractor or division than the terms of this clause are to the Contractor;

(iv) Are in conformance with the requirements of FAR 32.504(e); and

(v) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(4) If the financing payments are in the form of performance-based payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are substantially similar to the Performance-Based Payments clause at FAR 52.232-32 and meet the criteria for, and definition of, performance-based payments in FAR Part 32;

(ii) Are in conformance with the requirements of FAR 32.504(f); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(5) If the financing payments are in the form of commercial item financing payments, the terms of the subcontract or interdivisional order concerning payments--

(i) Are constructed in accordance with FAR 32.206(c) and included in a subcontract for a commercial item purchase that meets the definition and standards for acquisition of commercial items in FAR Parts 2 and 12;

(ii) Are in conformance with the requirements of FAR 32.504(g); and

(iii) Subordinate all subcontractor rights concerning property to which the Government has title under the subcontract to the Government's right to require delivery of the property to the Government if--

(A) The Contractor defaults; or

(B) The subcontractor becomes bankrupt or insolvent.

(6) If financing is in the form of progress payments, the progress payment rate in the subcontract is the customary rate used by the contracting agency, depending on whether the subcontractor is or is not a small business concern.

(7) Concerning any proceeds received by the Government for property to which title has vested in the Government under the subcontract terms, the parties agree that the proceeds shall be applied to reducing any unliquidated financing payments by the Government to the Contractor under this contract.

(8) If no unliquidated financing payments to the Contractor remain, but there are unliquidated financing payments that the Contractor has made to any subcontractor, the Contractor shall be subrogated to all the rights the Government obtained through the terms required by this clause to be in any subcontract, as if all such rights had been assigned and transferred to the Contractor.

(9) To facilitate small business participation in subcontracting under this contract, the Contractor shall provide financing payments to small business concerns, in conformity with the standards for customary contract financing payments stated in Subpart 32.113. The Contractor shall not consider the need for such financing payments as a handicap or adverse factor in the award of subcontracts.

(k) Limitations on undefinitized contract actions. Notwithstanding any other progress payment provisions in this contract, progress payments may not exceed 80 percent of costs incurred on work accomplished under undefinitized contract actions. A "contract action" is any action resulting in a contract, as defined in Subpart 2.1, including contract modifications for additional supplies or services, but not including contract modifications that are within the scope and under the terms of the contract, such as contract modifications issued pursuant to the Changes clause, or funding and other administrative changes. This limitation shall apply to the costs incurred, as computed in accordance with paragraph (a) of this clause, and shall remain in effect until the contract action is definitized. Costs incurred which are subject to this limitation shall be segregated on Contractor progress payment requests and invoices from those costs eligible for higher progress payment rates. For purposes of progress payment liquidation,

as described in paragraph (b) of this clause, progress payments for undefinitized contract actions shall be liquidated at 80 percent of the amount invoiced for work performed under the undefinitized contract action as long as the contract action remains undefinitized. The amount of unliquidated progress payments for undefinitized contract actions shall not exceed 80 percent of the maximum liability of the Government under the undefinitized contract action or such lower limit specified elsewhere in the contract. Separate limits may be specified for separate actions.

(l) Due date. The designated payment office will make progress payments on the **14th** day after the designated billing office receives a proper progress payment request. In the event that the Government requires an audit or other review of a specific progress payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date. Progress payments are considered contract financing and are not subject to the interest penalty provisions of the Prompt Payment Act.

(m) Progress payments under indefinite--delivery contracts. The Contractor shall account for and submit progress payment requests under individual orders as if the order constituted a separate contract, unless otherwise specified in this contract.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-27 PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (OCT 2003)

Notwithstanding any other payment terms in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(3) concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Types of invoice payments. For purposes of this clause, there are several types of invoice payments that may occur under this contract, as follows:

(i) Progress payments, if provided for elsewhere in this contract, based on Contracting Officer approval of the estimated amount and value of work or services performed, including payments for reaching milestones in any project.

(A) The due date for making such payments is 14 days after the designated billing office receives a proper payment request. If the designated billing office fails to annotate the payment request with the actual date of receipt at the time of receipt, the payment due date is the 14th day after the date of the Contractor's payment request, provided the designated billing office receives a proper payment request and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(B) The due date for payment of any amounts retained by the Contracting Officer in accordance with the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, is as specified in the contract or, if not specified, 30 days after approval by the Contracting Officer for release to the Contractor.

(ii) Final payments based on completion and acceptance of all work and presentation of release of all claims against the Government arising by virtue of the contract, and payments for partial deliveries that have been accepted by the Government (e.g., each separate building, public work, or other division of the contract for which the price is stated separately in the contract).

(A) The due date for making such payments is the later of the following two events:

(1) The 30th day after the designated billing office receives a proper invoice from the Contractor.

(2) The 30th day after Government acceptance of the work or services completed by the Contractor. For a final invoice when the payment amount is subject to contract settlement actions (e.g., release of claims), acceptance is deemed to occur on the effective date of the contract settlement.

(B) If the designated billing office fails to annotate the invoice with the date of actual receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(2)(i) through (a)(2)(xi) of this clause. If the invoice does not comply with these requirements, the designated billing office must return it within 7 days after receipt, with the reasons why it is not a proper invoice. When computing any interest penalty owed the Contractor, the Government will take into account if the Government notifies the Contractor of an improper invoice in an untimely manner.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of mailing or transmission.)

(iii) Contract number or other authorization for work or services performed (including order number and contract line item number).

(iv) Description of work or services performed.

(v) Delivery and payment terms (e.g., discount for prompt payment terms).

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) For payments described in paragraph (a)(1)(i) of this clause, substantiation of the amounts requested and certification in accordance with the requirements of the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts.

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(xi) Any other information or documentation required by the contract.

(3) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(3)(i) through (a)(3)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment and there was no disagreement over quantity, quality, Contractor compliance with any contract term or condition, or requested progress payment amount.

(iii) In the case of a final invoice for any balance of funds due the Contractor for work or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(4) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor for payments described in paragraph (a)(1)(ii) of this clause, Government acceptance or approval is deemed to occur constructively on the 7th day after the Contractor has completed the work or services in accordance with the terms and conditions of the contract. If actual acceptance or approval occurs within the constructive acceptance or approval period, the Government will base the determination of an interest penalty on the actual date of acceptance or approval. Constructive acceptance or constructive approval requirements do not apply if there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. These requirements also do not compel Government officials to accept work or services, approve Contractor estimates, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes, and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(5) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(6) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(6)(ii) of this clause, postmarked not later than 40 days after the date the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(b) Contract financing payments. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Subcontract clause requirements. The Contractor shall include in each subcontract for property or services (including a material supplier) for the purpose of performing this contract the following:

(1) Prompt payment for subcontractors. A payment clause that obligates the Contractor to pay the subcontractor for satisfactory performance under its subcontract not later than 7 days from receipt of payment out of such amounts as are paid to the Contractor under this contract.

(2) Interest for subcontractors. An interest penalty clause that obligates the Contractor to pay to the subcontractor an interest penalty for each payment not made in accordance with the payment clause--

(i) For the period beginning on the day after the required payment date and ending on the date on which payment of the amount due is made; and

(ii) Computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(3) Subcontractor clause flowdown. A clause requiring each subcontractor to use:

(i) Include a payment clause and an interest penalty clause conforming to the standards set forth in paragraphs (c)(1) and (c)(2) of this clause in each of its subcontracts; and

(ii) Require each of its subcontractors to include such clauses in their subcontracts with each lower-tier subcontractor or supplier.

(d) Subcontract clause interpretation. The clauses required by paragraph (c) of this clause shall not be construed to impair the right of the Contractor or a subcontractor at any tier to negotiate, and to include in their subcontract, provisions that--

(1) Retainage permitted. Permit the Contractor or a subcontractor to retain (without cause) a specified percentage of each progress payment otherwise due to a subcontractor for satisfactory performance under the subcontract without

incurring any obligation to pay a late payment interest penalty, in accordance with terms and conditions agreed to by the parties to the subcontract, giving such recognition as the parties deem appropriate to the ability of a subcontractor to furnish a performance bond and a payment bond;

(2) Withholding permitted. Permit the Contractor or subcontractor to make a determination that part or all of the subcontractor's request for payment may be withheld in accordance with the subcontract agreement; and

(3) Withholding requirements. Permit such withholding without incurring any obligation to pay a late payment penalty if--

(i) A notice conforming to the standards of paragraph (g) of this clause previously has been furnished to the subcontractor; and

(ii) The Contractor furnishes to the Contracting Officer a copy of any notice issued by a Contractor pursuant to paragraph (d)(3)(i) of this clause.

(e) Subcontractor withholding procedures. If a Contractor, after making a request for payment to the Government but before making a payment to a subcontractor for the subcontractor's performance covered by the payment request, discovers that all or a portion of the payment otherwise due such subcontractor is subject to withholding from the subcontractor in accordance with the subcontract agreement, then the Contractor shall--

(1) Subcontractor notice. Furnish to the subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon ascertaining the cause giving rise to a withholding, but prior to the due date for subcontractor payment;

(2) Contracting Officer notice. Furnish to the Contracting Officer, as soon as practicable, a copy of the notice furnished to the subcontractor pursuant to paragraph (e)(1) of this clause;

(3) Subcontractor progress payment reduction. Reduce the subcontractor's progress payment by an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (e)(1) of this clause;

(4) Subsequent subcontractor payment. Pay the subcontractor as soon as practicable after the correction of the identified subcontract performance deficiency, and--

(i) Make such payment within--

(A) Seven days after correction of the identified subcontract performance deficiency (unless the funds therefor must be recovered from the Government because of a reduction under paragraph (e)(5)(i)) of this clause; or

(B) Seven days after the Contractor recovers such funds from the Government; or

(ii) Incur an obligation to pay a late payment interest penalty computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty;

(5) Notice to Contracting Officer. Notify the Contracting Officer upon--

(i) Reduction of the amount of any subsequent certified application for payment; or

(ii) Payment to the subcontractor of any withheld amounts of a progress payment, specifying--

(A) The amounts withheld under paragraph (e)(1) of this clause; and

(B) The dates that such withholding began and ended; and

(6) Interest to Government. Be obligated to pay to the Government an amount equal to interest on the withheld payments (computed in the manner provided in 31 U.S.C. 3903(c)(1)), from the 8th day after receipt of the withheld amounts from the Government until--

(i) The day the identified subcontractor performance deficiency is corrected; or

(ii) The date that any subsequent payment is reduced under paragraph (e)(5)(i) of this clause.

(f) Third-party deficiency reports--(1) Withholding from subcontractor. If a Contractor, after making payment to a first-tier subcontractor, receives from a supplier or subcontractor of the first-tier subcontractor (hereafter referred to as a "second-tier subcontractor") a written notice in accordance with section 2 of the Act of August 24, 1935 (40 U.S.C. 270b, Miller Act), asserting a deficiency in such first-tier subcontractor's performance under the contract for which the Contractor may be ultimately liable, and the Contractor determines that all or a portion of future payments otherwise due such first-tier subcontractor is subject to withholding in accordance with the subcontract agreement, the Contractor may, without incurring an obligation to pay an interest penalty under paragraph (e)(6) of this clause--

(i) Furnish to the first-tier subcontractor a notice conforming to the standards of paragraph (g) of this clause as soon as practicable upon making such determination; and

(ii) Withhold from the first-tier subcontractor's next available progress payment or payments an amount not to exceed the amount specified in the notice of withholding furnished under paragraph (f)(1)(i) of this clause.

(2) Subsequent payment or interest charge. As soon as practicable, but not later than 7 days after receipt of satisfactory written notification that the identified subcontract performance deficiency has been corrected, the Contractor shall--

(i) Pay the amount withheld under paragraph (f)(1)(ii) of this clause to such first-tier subcontractor; or

(ii) Incur an obligation to pay a late payment interest penalty to such first-tier subcontractor computed at the rate of interest established by the Secretary of the Treasury, and published in the Federal Register, for interest payments under section 12 of the Contracts Disputes Act of 1978 (41 U.S.C. 611) in effect at the time the Contractor accrues the obligation to pay an interest penalty.

(g) Written notice of subcontractor withholding. The Contractor shall issue a written notice of any withholding to a subcontractor (with a copy furnished to the Contracting Officer), specifying--

(1) The amount to be withheld;

(2) The specific causes for the withholding under the terms of the subcontract; and

(3) The remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld.

(h) Subcontractor payment entitlement. The Contractor may not request payment from the Government of any amount withheld or retained in accordance with paragraph (d) of this clause until such time as the Contractor has determined and certified to the Contracting Officer that the subcontractor is entitled to the payment of such amount.

(i) Prime-subcontractor disputes. A dispute between the Contractor and subcontractor relating to the amount or entitlement of a subcontractor to a payment or a late payment interest penalty under a clause included in the

subcontract pursuant to paragraph (c) of this clause does not constitute a dispute to which the Government is a party. The Government may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

(j) Preservation of prime-subcontractor rights. Except as provided in paragraph (i) of this clause, this clause shall not limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or a subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or nonperformance by a subcontractor.

(k) Non-recourse for prime contractor interest penalty. The Contractor's obligation to pay an interest penalty to a subcontractor pursuant to the clauses included in a subcontract under paragraph (c) of this clause shall not be construed to be an obligation of the Government for such interest penalty. A cost-reimbursement claim may not include any amount for reimbursement of such interest penalty.

(l) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

- (i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
- (ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

- (a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period

as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.236-2 DIFFERING SITE CONDITIONS (APR 1984)

As prescribed in 36.502, insert the following clause in solicitations and contracts when a fixed-price construction contract or a fixed-price dismantling, demolition, or removal of improvements contract is contemplated and the contract amount is expected to exceed the small purchase limitation. The Contracting Officer may insert the clause in solicitations and contracts when a fixed-price construction or a fixed-price contract for dismantling, demolition, or removal of improvements is contemplated and the contract amount is expected to be within the small purchase limitation.

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of

(1) subsurface or latent physical conditions at the site which differ materially from those indicated in this contract, or

(2) unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in (a) above for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

(End of clause)

52.236-3 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)

(a) The Contractor acknowledges that it has taken steps reasonably necessary to ascertain the nature and location of the work, and that it has investigated and satisfied itself as to the general and local conditions which can affect the work or its cost, including but not limited to

(1) conditions bearing upon transportation, disposal, handling, and storage of materials;

(2) the availability of labor, water, electric power, and roads;

(3) uncertainties of weather, river stages, tides, or similar physical conditions at the site;

(4) the conformation and conditions of the ground; and (5) the character of equipment and facilities needed preliminary to and during work performance. The Contractor also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by the Government, as well as from the drawings and specifications made a part of this contract. Any failure of the Contractor to take the actions described and acknowledged in this paragraph will not relieve the Contractor from responsibility for estimating properly the difficulty and cost of successfully performing the work, or for proceeding to

successfully perform the work without additional expense to the Government.

(b) The Government assumes no responsibility for any conclusions or interpretations made by the Contractor based on the information made available by the Government. Nor does the Government assume responsibility for any understanding reached or representation made concerning conditions which can affect the work by any of its officers or agents before the execution of this contract, unless that understanding or representation is expressly stated in this contract.

(End of clause)

52.236-5 MATERIAL AND WORKMANSHIP (APR 1984)

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and workmanlike manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

(End of clause)

52.236-6 SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)

At all times during performance of this contract and until the work is completed and accepted, the Contractor shall directly superintend the work or assign and have on the worksite a competent superintendent who is satisfactory to the Contracting Officer and has authority to act for the Contractor.

(End of clause)

52.236-7 PERMITS AND RESPONSIBILITIES (NOV 1991)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary

licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work which may have been accepted under the contract.

(End of clause)

52.236-8 OTHER CONTRACTS (APR 1984)

The Government may undertake or award other contracts for additional work at or near the site of the work under this contract. The Contractor shall fully cooperate with the other contractors and with Government employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Government employees.

(End of clause)

52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)

(a) The Contractor shall preserve and protect all structures, equipment, and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under this contract. The Contractor shall only remove trees when specifically authorized to do so, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during contract performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree-pruning compound as directed by the Contracting Officer.

(b) The Contractor shall protect from damage all existing improvements and utilities

(1) at or near the work site, and

(2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from failure to comply with the requirements of this contract or failure to exercise reasonable care in performing the work. If the Contractor fails or refuses to repair the damage promptly, the Contracting Officer may have the necessary work performed and charge the cost to the Contractor.

(End of clause)

52.236-10 OPERATIONS AND STORAGE AREAS (APR 1984)

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with

the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

(End of clause)

52.236-11 USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

(a) The Government shall have the right to take possession of or use any completed or partially completed part of the work. Before taking possession of or using any work, the Contracting Officer shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the work that the Government intends to take possession of or use. However, failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use shall not be deemed an acceptance of any work under the contract.

(b) While the Government has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the work resulting from the Government's possession or use, notwithstanding the terms of the clause in this contract entitled "Permits and Responsibilities." If prior possession or use by the Government delays the progress of the work or causes additional expense to the Contractor, an equitable adjustment shall be made in the contract price or the time of completion, and the contract shall be modified in writing accordingly.

(End of clause)

52.236-12 CLEANING UP (APR 1984)

The Contractor shall at all times keep the work area, including storage areas, free from accumulations of waste materials. Before completing the work, the Contractor shall remove from the work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of the Government. Upon completing the work, the Contractor shall leave the work area in a clean, neat, and orderly condition satisfactory to the Contracting Officer.

(End of clause)

52.236-13 ACCIDENT PREVENTION (NOV 1991)

(a) The Contractor shall provide and maintain work environments and procedures which will

(1) safeguard the public and Government personnel, property, materials, supplies, and equipment exposed to Contractor operations and activities;

- (2) avoid interruptions of Government operations and delays in project completion dates; and
 - (3) control costs in the performance of this contract.
- (b) For these purposes on contracts for construction or dismantling, demolition, or removal of improvements, the Contractor shall-
- (1) Provide appropriate safety barricades, signs, and signal lights;
 - (2) Comply with the standards issued by the Secretary of Labor at 29 CFR Part 1926 and 29 CFR Part 1910; and
 - (3) Ensure that any additional measures the Contracting Officer determines to be reasonably necessary for the purposes are taken.
- (c) If this contract is for construction or dismantling, demolition or removal of improvements with any Department of Defense agency or component, the Contractor shall comply with all pertinent provisions of the latest version of U.S. Army Corps of Engineers Safety and Health Requirements Manual, EM 385-1-1, in effect on the date of the solicitation.
- (d) Whenever the Contracting Officer becomes aware of any noncompliance with these requirements or any condition which poses a serious or imminent danger to the health or safety of the public or Government personnel, the Contracting Officer shall notify the Contractor orally, with written confirmation, and request immediate initiation of corrective action. This notice, when delivered to the Contractor or the Contractor's representative at the work site, shall be deemed sufficient notice of the noncompliance and that corrective action is required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to promptly take corrective action, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. The Contractor shall not be entitled to any equitable adjustment of the contract price or extension of the performance schedule on any stop work order issued under this clause.
- (6) The Contractor shall insert this clause, including this paragraph (e), with appropriate changes in the designation of the parties, in subcontracts.

(End of clause)

52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)

- (a) The Government shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the contract. Unless otherwise provided in the contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the Government or, where the utility is produced by the Government, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.
- (b) The Contractor, at its expense and in a workmanlike manner satisfactory to the Contracting Officer, shall install and maintain all necessary temporary connections and distribution lines, and all meters required to measure the amount of each utility used for the purpose of determining charges. Before final acceptance of the work by the Government, the Contractor shall remove all the temporary connections, distribution lines, meters, and associated paraphernalia.

(End of clause)

52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)

(a) The Contractor shall, within five days after the work commences on the contract or another period of time determined by the Contracting Officer, prepare and submit to the Contracting Officer for approval three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work, and the dates on which the Contractor contemplates starting and completing the several salient features of the work (including acquiring materials, plant, and equipment). The schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule.

(b) The Contractor shall enter the actual progress on the chart as directed by the Contracting Officer, and upon doing so shall immediately deliver three copies of the annotated schedule to the Contracting Officer. If, in the opinion of the Contracting Officer, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the Contracting Officer, without additional cost to the Government. In this circumstance, the Contracting Officer may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the Contracting Officer deems necessary to demonstrate how the approved rate of progress will be regained.

(c) Failure of the Contractor to comply with the requirements of the Contracting Officer under this clause shall be grounds for a determination by the Contracting Officer that the Contractor is not prosecuting the work with sufficient diligence to ensure completion within the time specified in the contract. Upon making this determination, the Contracting Officer may terminate the Contractor's right to proceed with the work, or any separable part of it, in accordance with the default terms of this contract.

(End of clause)

52.236-17 LAYOUT OF WORK (APR 1984)

The Contractor shall lay out its work from Government established base lines and bench marks indicated on the drawings, and shall be responsible for all measurements in connection with the layout. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all stakes and other marks established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

(End of clause)

52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)

(a) The Contractor shall keep on the work site a copy of the drawings and specifications and shall at all times give the Contracting Officer access thereto. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of

discrepancy in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

(b) Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the Contracting Officer is intended and similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by," or "acceptable to", or "satisfactory to" the Contracting Officer, unless otherwise expressly stated.

(c) Where "as shown," "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place," that is "furnished and installed".

(d) Shop drawings means drawings, submitted to the Government by the Contractor, subcontractor, or any lower tier subcontractor pursuant to a construction contract, showing in detail (1) the proposed fabrication and assembly of structural elements, and (2) the installation (i.e., fit, and attachment details) of materials or equipment. It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the contractor to explain in detail specific portions of the work required by the contract. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(e) If this contract requires shop drawings, the Contractor shall coordinate all such drawings, and review them for accuracy, completeness, and compliance with contract requirements and shall indicate its approval thereon as evidence of such coordination and review. Shop drawings submitted to the Contracting Officer without evidence of the Contractor's approval may be returned for resubmission. The Contracting Officer will indicate an approval or disapproval of the shop drawings and if not approved as submitted shall indicate the Government's reasons therefor. Any work done before such approval shall be at the Contractor's risk. Approval by the Contracting Officer shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this contract, except with respect to variations described and approved in accordance with (f) below.

(f) If shop drawings show variations from the contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the Contracting Officer approves any such variation, the Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor or does not involve a change in price or in time of performance, a modification need not be issued.

(g) The Contractor shall submit to the Contracting Officer for approval four copies (unless otherwise indicated) of all shop drawings as called for under the various headings of these specifications. Three sets (unless otherwise indicated) of all shop drawings, will be retained by the Contracting Officer and one set will be returned to the Contractor.

(End of clause)

52.236-22 DESIGN WITHIN FUNDING LIMITATIONS (APR 1984)

(a) The Contractor shall accomplish the design services required under this contract so as to permit the award of a contract, using standard Federal Acquisition Regulation procedures for the construction of the facilities designed at a price that does not exceed the estimated construction contract price as set forth in paragraph (c) below. When bids or proposals for the construction contract are received that exceed the estimated price, the contractor shall perform

such redesign and other services as are necessary to permit contract award within the funding limitation. These additional services shall be performed at no increase in the price of this contract. However, the Contractor shall not be required to perform such additional services at no cost to the Government if the unfavorable bids or proposals are the result of conditions beyond its reasonable control.

(b) The Contractor will promptly advise the Contracting Officer if it finds that the project being designed will exceed or is likely to exceed the funding limitations and it is unable to design a usable facility within these limitations. Upon receipt of such information, the Contracting Officer will review the Contractor's revised estimate of construction cost. The Government may, if it determines that the estimated construction contract price set forth in this contract is so low that award of a construction contract not in excess of such estimate is improbable, authorize a change in scope or materials as required to reduce the estimated construction cost to an amount within the estimated construction contract price set forth in paragraph (c) below, or the Government may adjust such estimated construction contract price. When bids or proposals are not solicited or are unreasonably delayed, the Government shall prepare an estimate of constructing the design submitted and such estimate shall be used in lieu of bids or proposals to determine compliance with the funding limitation.

(c) The estimated construction contract price for the project described in this contract is \$ **\$1,000,000 to \$5,000,000.**

(End of clause)

52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)

If the Contracting Officer decides to conduct a preconstruction conference, the successful offeror will be notified and will be required to attend. The Contracting Officer's notification will include specific details regarding the date, time, and location of the conference, any need for attendance by subcontractors, and information regarding the items to be discussed.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.242-14 SUSPENSION OF WORK (APR 1984)

(a) The Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Contracting Officer determines appropriate for the convenience of the Government.

(b) If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted (1) by an act of the Contracting Officer in the administration of this contract, or (2) by the Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract. (c) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

(End of clause)

52.243-4 CHANGES (AUG 1987)

(a) The Contracting Officer may, at any time, without notice to the sureties, if any, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract, including changes--

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) In the Government-furnished facilities, equipment, materials, services, or site; or
- (4) Directing acceleration in the performance of the work.

(b) Any other written or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating

- (1) the date, circumstances, and source of the order and
- (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement, or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no adjustment for any change under paragraph (b) of this clause shall be made for any costs incurred more than 20 days before the Contractor gives written notice as required. In the case of defective specifications for which the Government is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after

(1) receipt of a written change order under paragraph (a) of this clause or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting to the Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by the Government. The statement of proposal for adjustment may be included in the notice under paragraph (b) above.

(f) No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(End of clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (UL 2004)

(a) Definitions.

"Commercial item", has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.

"Subcontract", includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

52.246-12 INSPECTION OF CONSTRUCTION (AUG 1996)

- (a) Definition. "Work" includes, but is not limited to, materials, workmanship, and manufacture and fabrication of components.
- (b) The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the work performed under the contract conforms to contract requirements. The Contractor shall maintain complete inspection records and make them available to the Government. All work shall be conducted under the general direction of the Contracting Officer and is subject to Government inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the contract.
- (c) Government inspections and tests are for the sole benefit of the Government and do not--
- (1) Relieve the Contractor of responsibility for providing adequate quality control measures;
 - (2) Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - (3) Constitute or imply acceptance; or
 - (4) Affect the continuing rights of the Government after acceptance of the completed work under paragraph (i) of this section.
- (d) The presence or absence of a Government inspector does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the specification without the Contracting Officer's written authorization.
- (e) The Contractor shall promptly furnish, at no increase in contract price, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the Contracting Officer. The Government may charge to the Contractor any additional cost of inspection or test when work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The Government shall perform all inspections and tests in a manner that will not unnecessarily delay the work. Special, full size, and performance tests shall be performed as described in the contract.
- (f) The Contractor shall, without charge, replace or correct work found by the Government not to conform to contract requirements, unless in the public interest the Government consents to accept the work with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- (g) If the Contractor does not promptly replace or correct rejected work, the Government may (1) by contract or otherwise, replace or correct the work and charge the cost to the Contractor or (2) terminate for default the Contractor's right to proceed.
- (h) If, before acceptance of the entire work, the Government decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the work is found to be defective or nonconforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall defray the expenses of the examination and of satisfactory reconstruction. However, if the work is found to meet contract requirements, the Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the work was thereby delayed, an extension of time.
- (i) Unless otherwise specified in the contract, the Government shall accept, as promptly as practicable after completion and inspection, all work required by the contract or that portion of the work the Contracting Officer determines can be accepted separately. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the Government's rights under any warranty or guarantee.

(End of clause)

52.248-3 VALUE ENGINEERING--CONSTRUCTION (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any instant contract savings realized from accepted VECP's, in accordance with paragraph (f) below.

(b) Definitions. "Collateral costs," as used in this clause, means agency costs of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistic support. The term does not include the normal administrative costs of processing the VECP.

"Instant contract savings," as used in this clause, means the estimated reduction in Contractor cost of performance resulting from acceptance of the VECP, minus allowable Contractor's development and implementation costs, including subcontractors' development and implementation costs (see paragraph (h) below).

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the contract price or estimated cost without impairing essential functions or characteristics; provided, that it does not involve a change--

- (i) In deliverable end item quantities only; or

- (ii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (7) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) A separate, detailed cost estimate for

- (i) the affected portions of the existing contract requirement and
- (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under paragraph (h) below.
- (4) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (5) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (6) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (7) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.
- (d) Submission. The Contractor shall submit VECP's to the Resident Engineer at the worksite, with a copy to the Contracting Officer.
- (e) Government action.
 - (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause. The Contracting Officer may accept the VECP, even though an agreement on price reduction has not been reached, by issuing the Contractor a notice to proceed with the change. Until a notice to proceed is issued or a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.
- (f) Sharing.
 - (1) Rates. The Government's share of savings is determined by subtracting Government costs from instant contract savings and multiplying the result by
 - (i) 45 percent for fixed-price contracts or
 - (ii) 75 percent for cost-reimbursement contracts.
 - (2) Payment. Payment of any share due the Contractor for use of a VECP on this contract shall be authorized by a modification to this contract to--
 - (i) Accept the VECP;

(ii) Reduce the contract price or estimated cost by the amount of instant contract savings; and

(iii) Provide the Contractor's share of savings by adding the amount calculated to the contract price or fee.

(g) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount by 20 percent of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer is the sole determiner of the amount of collateral savings.

(h) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$50,000 or more and may include one in subcontracts of lesser value. In computing any adjustment in this contract's price under paragraph (f) above, the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs clearly resulting from a VECP accepted by the Government under this contract, but shall exclude any value engineering incentive payments to a subcontractor. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that these payments shall not reduce the Government's share of the savings resulting from the VECP.

(i) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering-- Construction clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations." If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004) - ALTERNATE I (SEP 1996)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not

terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Contracting Officer fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of--

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including--

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.

(i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted--

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.

(l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.

(m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

(a) If the Contractor refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract including any extension, or fails to complete the work within this time, the Government may, by written notice to the Contractor, terminate the right to proceed with the work (or the separable part of the work) that has been delayed. In this event, the Government may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the Government resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Government in completing the work.

(b) The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this clause, if--

(1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include

(i) acts of God or of the public enemy,

(ii) acts of the Government in either its sovereign or contractual capacity,

(iii) acts of another Contractor in the performance of a contract with the Government,

(iv) fires,

- (v) floods,
- (vi) epidemics,
- (vii) quarantine restrictions,
- (viii) strikes,
- (ix) freight embargoes,
- (x) unusually severe weather, or delays of subcontractors or suppliers at any tier arising from unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and the subcontractors or suppliers; and

(2) The Contractor, within 10 days from the beginning of any delay (unless extended by the Contracting Officer), notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of delay. If, in the judgment of the Contracting Officer, the findings of fact warrant such action, the time for completing the work shall be extended. The findings of the Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes clause.

(c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Government.

The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(7) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) "Arising out of a contract with the DoD" means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) "Conviction of fraud or any other felony" means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) "Date of conviction" means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

- (c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.
- (d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—
- (1) Employing a person under a prohibition specified in paragraph (b) of this clause; or
 - (2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.
- (e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—
- (1) Suspension or debarment;
 - (2) Cancellation of the contract at no cost to the Government; or
 - (3) Termination of the contract for default.
- (f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—
- (1) The person involved;
 - (2) The nature of the conviction and resultant sentence or punishment imposed;
 - (3) The reasons for the requested waiver; and
 - (4) An explanation of why a waiver is in the interest of national security.
- (g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.
- (h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.
- (End of clause)

252.203-7002 DISPLAY OF DOD HOTLINE POSTER (DEC 1991)

- (a) The Contractor shall display prominently in common work areas within business segments performing work under Department of Defense (DoD) contracts, DoD Hotline Posters prepared by the DoD Office of the Inspector General.
- (b) DoD Hotline Posters may be obtained from the DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- (8) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and instructions that encourage

employees to make such reports.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

(1) The Contracting Officer has given prior written approval; or

(2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

The Contractor's procedures for protecting against unauthorized disclosure of information shall not require Department of Defense employees or members of the Armed Forces to relinquish control of their work products, whether classified or not, to the contractor.

(End of clause)

252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION ALTERNATE A (NOV 2003)

(a) Definitions. As used in this clause--

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(a) Definition.

"Cooperative agreement holder" means a State or local government; a private, nonprofit organization; a tribal organization (as defined in section 4(c) of the Indian Self-Determination and Education Assistance Act (Pub. L. 93-268; 25 U.S.C. 450 (c))); or an economic enterprise (as defined in section 3(e) of the Indian Financing Act of 1974 (Pub. L. 93-362; 25 U.S.C. 1452(e))) whether such economic enterprise is organized for profit or nonprofit purposes;

which has an agreement with the Defense Logistics Agency to furnish procurement technical assistance to business entities.

(b) The Contractor shall provide cooperative agreement holders, upon their request, with a list of those appropriate employees or offices responsible for entering into subcontracts under defense contracts. The list shall include the business address, telephone number, and area of responsibility of each employee or office.

(c) The Contractor need not provide the listing to a particular cooperative agreement holder more frequently than once a year.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

The term "pricing adjustment," as used in paragraph (a) of the clauses entitled "Price Reduction for Defective Cost or Pricing Data - Modifications," "Subcontractor Cost or Pricing Data," and "Subcontractor Cost or Pricing Data - Modifications," means the aggregate increases and/or decreases in cost plus applicable profits.

(End of clause)

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR. 1996)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions. Historically black colleges and universities*, as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means institutions meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term *small disadvantaged business*, when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small, small disadvantaged, and women-owned small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small, small disadvantaged, or women-owned small businesses for the firms listed in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

**U.S. Small Business Administration
Alaska District Office
510 L Street, Suite 310
Anchorage, Alaska 99501**

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of Clause)

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The **contractor** will notify **Cheryl Anderson, Chief, Contracting Division, CENWS-CT-CB, Post Office Box 3755, Seattle, Washington 98124-3755** in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

(End of clause)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

(End of clause)

252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (APR 2003)

(a) Definitions. As used in this provision--

(1) Foreign person means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) United States person is defined in 50 U.S.C. App. 2415(2) and means--

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) Certification. If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (OCT 2003)

(a) Definitions. As used in this clause--

Indian means any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c) and any "Native" as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601).

Indian organization means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. chapter 17.

Indian-owned economic enterprise means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

Indian tribe means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

Interested party means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

Native Hawaiian small business concern means an entity that is --

(1) A small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to--
-

(1) For matters relating to Indian organizations or Indian-owned economic enterprises: U.S. Department of the Interior, Bureau of Indian Affairs, Attn: Chief, Division of Contracting and Grants Administration, 1849 C Street NW, MS-2626-MIB, Washington, DC 20240-4000. The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns: Department of Hawaiian Home Lands, PO Box 1879, Honolulu, HI 96805. The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made--

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000 for which further subcontracting opportunities may exist.

(End of clause)

252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT. (MAR 1979)

All designs, drawings, specifications, notes and other works developed in the performance of this contract shall become the sole property of the Government and may be used on any other design or construction without additional compensation to the Contractor. The Government shall be considered the "person for whom the work was

prepared" for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). With respect thereto, the Contractor agrees not to assert or authorize others to assert any rights nor establish any claim under the design patent or copyright laws. The Contractor for a period of three (3) years after completion of the project agrees to furnish all retained works on the request of the Contracting Officer. Unless otherwise provided in this contract, the Contractor shall have the right to retain copies of all works beyond such period.

(End of clause)

252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(a) Shop drawings for construction means drawings, submitted to the Government by the Construction Contractor, subcontractor or any lower-tier subcontractor pursuant to a construction contract, showing in detail (i) the proposed fabrication and assembly of structural elements and (ii) the installation (i.e., form, fit, and attachment details) of materials or equipment. The Government may duplicate, use, and disclose in any manner and for any purpose shop drawings delivered under this contract.

(b) This clause, including this paragraph (b), shall be included in all subcontracts hereunder at any tier.

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.236-7000 MODIFICATION PROPOSALS - PRICE BREAKDOWN. (DEC 1991)

(a) The Contractor shall furnish a price breakdown, itemized as required and within the time specified by the Contracting Officer, with any proposal for a contract modification.

(b) The price breakdown --

(1) Must include sufficient detail to permit an analysis of profit, and of all costs for --

(i) Material;

(ii) Labor;

(iii) Equipment;

(iv) Subcontracts; and

(v) Overhead; and

(2) Must cover all work involved in the modification, whether the work was deleted, added, or changed.

(c) The Contractor shall provide similar price breakdowns to support any amounts claimed for subcontracts.

(d) The Contractor's proposal shall include a justification for any time extension proposed.

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD) (MAR 2000)

In addition to the clauses listed in paragraph (c) of the Subcontracts for Commercial Items and Commercial Components clause of this contract (Federal Acquisition Regulation 52.244-6), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

252.247-7023 Transportation of Supplies by Sea (10 U.S.C. 2631).

252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C. 2631).

(End of clause)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

Security Contract Language for all Corps of Engineers' Unclassified Contracts (PIL 2003-06, 19 Feb 03)

All Contractor employees (U.S. citizens and Non-U.S. citizens) working under this contract (*to include grants, cooperative agreements and task orders*) who require access to Automated Information Systems (AIS), (stand alone computers, network computers/systems, e-mail) shall, at a minimum, be designated into an ADP-III position (non-sensitive) in accordance with DoD 5220-22-R, Industrial Security Regulation. The investigative requirements for an ADP-III position are a favorable National Agency Check (NAC), SF-85P, Public Trust Position. The contractor shall have each applicable employee complete a SF-85P and submit to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer within three (3) working days after award of any contract or task order, and shall be submitted prior to the individual being permitted access to an AIS. Contractors that have a commercial or government entity (CAGE) Code and Facility Security Clearance through the Defense Security Service shall process the NACs and forward visit requests/results of NAC to the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Officer. For those contractors that do not have a CAGE Code or Facility Security Clearance, the Seattle District, U.S. Army, Corps of Engineers, PO Box 3755, Seattle, WA 98124-3755, Security Office will process the investigation in coordination with the Contractor and contract employees.

In accordance with Engineering Regulation, ER 380-1-18, Section 4, foreign nationals who work on Corps of Engineers' contracts or task orders shall be approved by the HQUSACE Foreign Disclosure Officer or higher before beginning work on the contract/task order. This regulation includes subcontractor employees. (NOTE: exceptions to the above requirement include foreign nationals who perform janitorial and/or ground maintenance services.) The contractor shall submit to the Division/District Contract Office, the names of all foreign nationals proposed for performance under this contract/task order, along with documentation to verify that he/she was legally admitted into the United States and has authority to work and/or go to school in the US. Such documentation may include a US passport, Certificate of US citizenship (INS Form N-560 or N-561), Certificate of Naturalization (INS Form N-550 or N-570), foreign passport with I-551 stamp or attached INS Form I-94 indicating employment authorization, Alien Registration Receipt Card with photograph (INS Form I-151 or I-551), Temporary Resident Card (INS Form I-688), Employment Authorization Card (INS Form I-688A), Reentry Permit (INS Form I-327), Refugee Travel Document (INS Form I-571), Employment Authorization Document issued by the INS which contains a photograph (INS Form I-688B).

Classified contracts require the issuance of a DD Form 254 (Department of Defense Contract Security Classification Specification).

(End of Clause)

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

I-N-D-E-X

<u>CLAUSE</u>	<u>TITLE</u>	
SCR-1	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK	
SCR-1.1	OPTION FOR INCREASED QUANTITY	
SCR-2	EXCLUSION OF PERIODS IN COMPUTING COMPLETION SCHEDULES	NOT USED
SCR-3	LIQUIDATED DAMAGES-CONSTRUCTION	
SCR-4	TIME EXTENSIONS	NOT USED
SCR-5	CONTRACT DRAWINGS AND SPECIFICATIONS	
SCR-6	BRAND NAME OR EQUAL	NOT USED
SCR-7	CERTIFICATES OF COMPLIANCE	
SCR-8	SUBMITTALS	
SCR-9	IDENTIFICATION OF GOVERNMENT-FURNISHED PROPERTY	NOT USED
SCR-10	PHYSICAL DATA	
SCR-11	AVAILABILITY AND USE OF UTILITY SERVICES	
SCR-12	IDENTIFICATION OF EMPLOYEES AND MILITARY REGULATIONS	
SCR-13	INSURANCE - WORK ON A GOVERNMENT INSTALLATION	
SCR-14	SPECIAL SAFETY REQUIREMENTS	
SCR-15	AIRFIELD SAFETY PRECAUTIONS	NOT USED
SCR-16	LAYOUT OF WORK	
SCR-17	QUANTITY SURVEYS	NOT USED
SCR-18	AGGREGATE SOURCES	NOT USED
SCR-19	HAUL ROADS	NOT USED
SCR-20	CONTRACTOR-PREPARED NETWORK ANALYSIS SYSTEM	NOT USED
SCR-21	PERFORMANCE OF WORK BY THE CONTRACTOR	NOT USED
SCR-22	SALVAGE MATERIALS AND EQUIPMENT	NOT USED
SCR-23	OBSTRUCTION OF NAVIGABLE WATERWAYS	NOT USED
SCR-24	SIGNAL LIGHTS	NOT USED
SCR-25	COMMUNICATION SECURITY	

SCR-26	PERMITS AND RESPONSIBILITIES	
SCR-27	SUPERINTENDENCE OF SUBCONTRACTORS	
SCR-28	PAYMENT FOR MOBILIZATION AND DEMOBILIZATION	NOT USED
SCR-29	EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE	
SCR-30	RESERVED	NOT USED
SCR-31	WORK IN QUARANTINED AREA	NOT USED
SCR-32	PRESERVATION OF HISTORICAL, ARCHEOLOGICAL AND CULTURAL RESOURCES	NOT USED
SCR-33	PAYMENT FOR MATERIALS DELIVERED OFF-SITE	NOT USED
SCR-34	SCHEDULING SYSTEM DATA EXCHANGE FORMAT	NOT USED
SCR-35	RESERVED	NOT USED
SCR-36	TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER	
SCR-37	NONDOMESTIC CONSTRUCTION MATERIALS	NOT USED
SCR-38	YEAR 2000 COMPLIANCE	NOT USED
SCR-39	RESERVED	NOT USED
SCR-40	KEY PERSONNEL	NOT USED
SCR-41	DESIGN-BUILD CONTRACT - ORDER OF PRECEDENCE	NOT USED
SCR-42	PROPOSED BETTERMENTS	NOT USED
SCR-43	SEQUENCE OF DESIGN-CONSTRUCTION	NOT USED
SCR-44	RESPONSIBILITY OF THE CONTRACTOR FOR DESIGN	NOT USED
SCR-45	SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS	
SCR-46	THRU SCR-111	NOT USED
SCR-112	NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION	
SCR-113	ENVIRONMENTAL LITIGATION	NOT USED
SCR-114	CERF IMPLEMENTATION	NOT USED

SECTION 00800

SPECIAL CONTRACT REQUIREMENTS

SCR-1 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

The Contractor shall be required to (a) commence work under this Contract within 10 calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than 540 calendar days after date of receipt by Contractor of notice to proceed. The time stated for completion shall include final cleanup of the premises.

SCR-1.1 OPTION FOR INCREASED QUANTITY

a. The Government may increase the quantity of work awarded by exercising one or more of the Optional Bid Items 0010 through 0014 at any time, or not at all, but no later than 90 calendar days after receipt by Contractor of notice to proceed. Notice to proceed on work Item(s) added by exercise of the option(s) will be given upon execution of consent of surety.

b. The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.

c. The time allowed for completion of any optional items awarded under this contract will be the same as that for the base items, and will be measured from the date of receipt of the notice to proceed for the base items.

SCR-2 NOT USED

SCR-3 LIQUIDATED DAMAGES-CONSTRUCTION

(a) If the Contractor fails to complete the work within the time specified in the Contract, or any extension, the Contractor shall pay to the Government as liquidated damages, the sum of \$952.00 for each day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, the resulting damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess cost of repurchase under the Termination clause of the CONTRACT CLAUSES.

SCR-4 NOT USED

SCR-5 CONTRACT DRAWINGS AND SPECIFICATIONS (AUG 2000)(DOD FAR SUPP 252.236-7001)

(a) The Government will provide to the Contractor, without charge, one set of contract drawings and specifications, except publications incorporated into the technical provisions by reference, in electronic or paper media as chosen by the Contracting Officer.

(b) The Contractor shall--

- (1) Check all drawings furnished immediately upon receipt;
- (2) Compare all drawings and verify the figures before laying out the work;
- (3) Promptly notify the Contracting Officer of any discrepancies;
- (4) Be responsible for any errors which might have been avoided by complying with this paragraph (b); and
- (5) Reproduce and print contract drawings and specifications as needed.

(c) In general--

- (1) Large scale drawings shall govern small scale drawings; and
- (2) The Contractor shall follow figures marked on drawings in preference to scale measurements.

(d) Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or that are customarily performed, shall not relieve the Contractor from performing such omitted or misdescribed details of the work. The Contractor shall perform such details as if fully and correctly set forth and described in the drawings and specifications.

(e) The work shall conform to the specifications and the contract drawings identified in the index of drawings attached at the end of the Special Clauses.

INDEX OF DRAWINGS

Installation Boundary Fence,
Ft. Richardson, Alaska
PN: 57960
File No. 725s/872-10-01

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
1	G-1	Title and Area Maps		04AUG10
2	G-2	General Notes and Legend		04AUG10
3	G-3	Vicinity Map and Disposal Areas		04AUG10
4	G-4	Base and Optional Work Items		04AUG10
5	C-1	General Site Plan		04AUG10
6	C-2	Site Plan 1		04AUG10
7	C-3	Site Plan 2		04AUG10
8	C-4	Site Plan 3		04AUG10
9	C-5	Site Plan 4		04AUG10

SHEET NUMBER	PLATE NUMBER	TITLE	REVISION NUMBER	DATE
10	C-6	Site Plan 5		04AUG10
11	C-7	Site Plan 6		04AUG10
12	C-8	Site Plan 7		04AUG10
13	C-9	Site Plan 8		04AUG10
14	C-10	Site Plan 9		04AUG10
15	C-11	Site Plan 10		04AUG10
16	C-12	Site Plan 11		04AUG10
17	C-13	Site Plan 12		04AUG10
18	C-14	Site Plan 13		04AUG10
19	C-15	Site Plan 14		04AUG10
20	C-16	Site Plan 15		04AUG10
21	C-17	Site Plan 16		04AUG10
22	C-18	Type FE-6 Chain-Link Security Fencing		04AUG10
23	C-19	Combination Security Fencing (CSF) and Pipe Rail Fencing		04AUG10
24	C-20	Gate and Sign Details 1		04AUG10
25	C-21	Gate Details 2		04AUG10

SCR-6 NOT USED

SCR-7 CERTIFICATES OF COMPLIANCE:

Any certificates required for demonstrating proof of compliance of materials with specification requirements shall be executed in 3 copies. Each certificate shall be signed by an official authorized to certify in behalf of the manufacturing company and shall contain the name and address of the Contractor, the project name and location, and the quantity and date or dates of shipment or delivery to which the certificates apply. Copies of laboratory test reports submitted with certificates shall contain the name and address of the testing laboratory and the date or dates of the tests to which the report applies. Certification shall not be construed as relieving the Contractor from furnishing satisfactory material, if, after tests are performed on selected samples, the material is found not to meet the specific requirements.

SCR-8 SUBMITTALS (ER 415-1-10, 30 May 1995):

Within 30 days after receipt of Notice to Proceed, the Contractor shall complete and submit to the Contracting Officer, in triplicate, submittal register ENG Form 4288 listing all submittals and dates. In addition to those items listed on ENG Form 4288, the Contractor shall furnish submittals for any deviation from the plans or specifications. The scheduled need dates must be recorded on the document for each item for control purposes. In preparing the document, adequate time (minimum of 30 days) shall be allowed for review and, only when stipulated, approval and possible resubmittal. Scheduling shall be coordinated with the approved progress schedule. The Contractor's Quality Control representative shall review the listing at least

every 30 days and take appropriate action to maintain an effective system. Copies of updated or corrected listing shall be submitted to the Contracting Officer at least every 60 days in the quantity specified. Payment will not be made for any material or equipment, which does not comply with contract requirements.

Section 01330 includes an ENG Form 4288 listing technical items the Contractor shall submit to the Contracting Officer, as indicated in the contract requirements.

SCR-9 NOT USED.

SCR-10 PHYSICAL DATA: Physical data can be found for Fort Richardson (Anchorage) at the following hyperlinks for the Alaska Department of Community and Economic Development.

<http://www.dced.state.ak.us/>

http://www.commerce.state.ak.us/dca/commdb/CF_COMDB.htm

Right-of-Way: The right-of-way for the work covered by these specifications will be furnished by the Government, except that the Contractor shall provide right-of-way for ingress and egress across private property where necessary to gain access to the jobsite. The Contractor may use such portions of the land within the right-of-way not otherwise occupied as may be designated by the Contracting Officer. The Contractor shall, without expense to the Government, and at any time during the progress of the work when space is needed within the right-of-way for any other purposes, promptly vacate and clean up any part of the grounds that have been allotted to, or have been in use by, him when directed to do so by the Contracting Officer. The Contractor shall keep the buildings and grounds in use by him at the site of the work in an orderly and sanitary condition. Should the Contractor require additional working space or lands for material yards, job offices, or other purposes, he shall obtain such additional lands or easements at his expense. See Appendix A for pertinent right of way documents identifying rights of way, easements, outgrants and non-objections which the project is subject to. The Contractor shall contact real estate grantees prior to beginning fence construction in all outgrant areas. The Contractor may contact USACE, Alaska Real Estate for additional vicinity maps.

SCR-11 AVAILABILITY AND USE OF UTILITY SERVICES

The Contractor shall be responsible for providing its own water and electricity.

SCR-12 IDENTIFICATION OF EMPLOYEES AND MILITARY REGULATIONS:

(a) The Contractor shall be responsible for compliance with all regulations and orders of the Commanding Officer of the Military Installation, respecting identification of employees, movements on installation, parking, truck entry, and all other military regulations, which may affect the work.

(b) The work under this contract is to be performed at an operating Military Installation with consequent restrictions on entry and movement of non-military personnel and equipment.

SCR-13 INSURANCE - WORK ON A GOVERNMENT INSTALLATION: In accordance with Section 00700, 52.228-5, the Contractor shall, at its own expense, provide and maintain during the entire performance of this

contract, at least the following kinds and minimum amounts of insurance:

(1) Workman's Compensation and Employers' Liability Insurance: \$100,000.00.

(2) General Liability Insurance: A Bodily Injury, Comprehensive policy which provides \$500,000.00 per occurrence.

(3) Automobile Liability Insurance: A comprehensive policy which provides \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000.00 per occurrence for property damage, covering the operation of its automobiles used in connection with the performance of the contract.

(4) Aircraft Public and Passenger Liability Insurance: Where aircraft are used in connection with the performance of the contract; \$200,000.00 per person, \$500,000.00 per occurrence for bodily injury, other than passenger liability, and \$200,000.00 per occurrence for property damage; \$200,000.00 per person for passenger liability bodily injury aggregate equal to the total number of seats or number of passengers, whichever is greater.

SCR-14 SPECIAL SAFETY REQUIREMENTS:

The Safety and Health Requirements Manual 385-1-1, referenced in paragraph Accident Prevention of the Contract Clauses is amended as indicated below. Copies of the manual can be ordered from the Superintendent of Documents, Government Printing Office, Washington DC, phone 202-512-1800, FAX 202-512-2250.

3. b. Paragraph 05.A.01: Add new paragraph 05.A.01 d.

d. Employers shall make reasonable efforts to accommodate employees with religious beliefs that may conflict with PPE requirements. However, when reasonable efforts to accommodate the employee's religious beliefs do not provide the necessary safe working environment (without PPE), then the employer shall require the employee to use the appropriate PPE or the employee will not be allowed to work in the area where he/she will be exposed to a hazard requiring such protection.

SCR-15 NOT USED

SCR-16 LAYOUT OF WORK (APR 1984) (FAR 52.236-17): The Contractor shall lay out its work from established boundaries indicated on the drawings and shall be responsible for establishing boundaries as needed. The Contractor shall furnish, at its own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to lay out any part of the work. The Contractor shall be responsible for executing the work to the lines and grades that may be established or indicated by the Contracting Officer. The Contractor shall also be responsible for maintaining and preserving all survey, boundary and other markers established by the Contracting Officer until authorized to remove them. If such marks are destroyed by the Contractor or through its negligence before their removal is authorized, the Contracting Officer may replace them and deduct the expense of the replacement from any amounts due, or to become due, to the Contractor.

SCR-17 THRU SCR-24. NOT USED

SCR-25 COMMUNICATION SECURITY:

All communications with DOD organizations are subject to COMSEC review. Contractor personnel shall be aware that telecommunications networks are continually subject to intercept by unfriendly intelligence organizations. The DOD has authorized the military departments to conduct COMSEC monitoring and recording of telephone calls originating from or terminating at DOD organizations. Therefore, civilian Contractor personnel are advised that any time they place a call to or receive a call from Alaska District offices or Resident Engineer offices located on military installations, they are subject to COMSEC procedures. The Contractor will assume the responsibility for ensuring wide and frequent dissemination of the above information to all employees dealing with official DOD information.

SCR-26 PERMITS AND RESPONSIBILITIES:

It will be the responsibility of the Contractor to obtain permits/licenses required for this project as required under the Contract Clause paragraph entitled PERMITS AND RESPONSIBILITIES.

SCR-27 SUPERINTENDENCE OF SUBCONTRACTORS. (JAN 1965):

(a) The Contractor shall be required to furnish the following, in addition to the superintendence required by FAR Clause at 52.236-6, entitled "SUPERINTENDENCE BY CONTRACTOR":

(1) If more than 50 percent and less than 70 percent of the value of the contract work is subcontracted, one superintendent shall be provided at the site and on the Contractor's payroll to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(2) If 70 percent or more of the value of the work is subcontracted, the Contractor will be required to furnish two such superintendents to be responsible for coordinating, directing, inspecting and expediting the subcontract work.

(b) If the Contracting Officer, at any time after 50 percent of the subcontracted work has been completed, finds that satisfactory progress is being made, he may waive all or part of the above requirements for additional superintendence subject to the right of the Contracting Officer to reinstate such requirements if at any time during the progress of the remaining work he finds that satisfactory progress is not being made.

SCR-28 NOT USED

SCR-29 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE (1999 JUNE HQ USAGE)(EFARS 52.231-5000):

(a) This statement shall become operative only for negotiated contracts where cost or pricing data is requested, and for modifications to sealed bid or negotiated contracts where cost or pricing is requested. This clause does not apply to terminations. See 52.231-5001, Basis for settlement of proposals, and FAR Part 49.

(b) Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data for each piece of equipment or groups of similar serial and series for which the Government can determine both ownership and operating costs from the Contractor's accounting records. When both ownership and operating costs cannot be determined for any piece of equipment or groups of similar serial or series equipment from the Contractor's accounting records, costs for that

equipment shall be based upon the applicable provisions of EP 1110-1-8, Construction Equipment Ownership and Operating Expense Schedule, Region IX. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retroactive pricing, the schedule in effect at the time the work was performed shall apply. (Individual copies of the regional schedules are available from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Any schedule can be ordered by telephoning (202) 512-1800. The cost is \$26.00 each. Vol. 9 is stock no. 008-022-00292-8.)

(c) Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36. Rates for equipment rented from an organization under common control, lease-purchase arrangements, and sale-leaseback arrangements, will be determined using the schedule, except that actual rates will be used for equipment leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees.

(d) When actual equipment costs are proposed and the total amount of the pricing action exceeds the small purchase threshold, the Contracting Officer shall request the Contractor to submit either certified cost or pricing data, or partial/limited data, as appropriate. The data shall be submitted on Standard Form 1411, Contract Pricing Proposal Cover Sheet.

SCR-30 THRU SCR-35 NOT USED

SCR-36 TIME EXTENSIONS FOR UNUSUALLY SEVERE WEATHER (ER 415-1-15, 31 Oct 1989):

1. This provision specifies the procedure for determination of time extensions for unusually severe weather in accordance with the Contract Clause entitled "DEFAULT (FIXED PRICE CONSTRUCTION)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe; that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to completion of the project. The delay must be beyond the control and without the fault or negligence of the Contractor.

2. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The Contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

Monthly Anticipated Adverse Weather Delay Work Days Based on a 5-Day Work Week

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the Contractor shall record on the daily CQC report, the occurrence of adverse weather and the resultant impact to normally scheduled work. Actual adverse weather delays days

must prevent work on critical activities for 50 percent or more of the Contractor's scheduled workday. The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather days exceeds the number of days anticipated in Paragraph 2, above, the Contracting Officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather workdays, and issue a modification in accordance with the Contract Clause entitled "DEFAULT (FIXED-PRICE CONSTRUCTION)".

SCR-37 THRU SCR-44 NOT USED

SCR-45 SAFETY AND HEALTH REQUIREMENTS MANUAL, EM 385-1-1, U.S. ARMY CORPS OF ENGINEERS:

EM 385-1-1 and its changes are available at <http://www.hq.usace.army.mil> (at the HQ homepage, select Safety and Occupational Health).

The Contractor shall be responsible for complying with the current edition and all changes posted on the web (see web address above) as of the effective date of this solicitation and shall comply with the version in effect on the contract award date. This EM 385-1-1 shall remain in effect throughout the life of the contract.

SCR-46 THRU SCR-111 NOT USED

SCR-112 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEE 1999) (FAR 52.222-23):

(a) The offerer's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.

(b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority Participation

8.7 (Anchorage, AK)

15.1 (Locations outside city of Anchorage)

Goals for Female Participation

6.9 (Alaska)

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

(c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on

- (1) its implementation of the Equal Opportunity clause,
- (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and
- (3) its efforts to meet the goals.

The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

(d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the:

- (1) Name, address, and telephone number of the subcontractor;
- (2) Employer's identification number of the subcontractor;
- (3) Estimated dollar amount of the subcontract;
- (4) Estimated starting and completion dates of the subcontract;
and
- (5) Geographical area in which the subcontract is to be performed.

(e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is Alaska.


SCR-113 AND SCR-114 NOT USED


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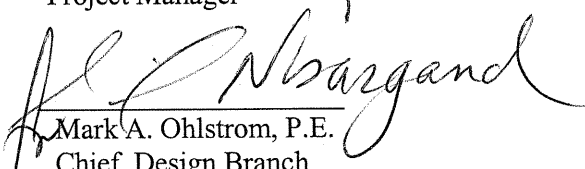
DESIGN AUTHENTICATION

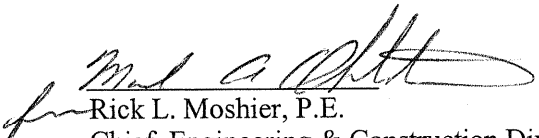
INSTALLATION BOUNDARY FENCING, FT RICHARDSON, AK

Signatures affixed below indicate the drawings and specifications included in this solicitation were prepared, reviewed and certified in accordance with Department of Army Engineer Regulation ER 1110-345-100, DESIGN POLICY FOR MILITARY CONSTRUCTION.


for Dean M. Schmidt
Chief, Tech. Eng. & Review Section,
Construction Branch


Michael Doherty
Project Manager


Mark A. Ohlstrom, P.E.
Chief, Design Branch


Rick L. Moshier, P.E.
Chief, Engineering & Construction Division

This project was designed by the U.S. Army Corps of Engineers, Seattle District. The initials and/or signatures and registration designations of individuals appearing on these project documents are within the scope of their employment as required by ER 1110-1-8152, ENGINEERING AND DESIGN PROFESSIONAL REGISTRATION.

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DAVIS-BACON GENERAL WAGE DECISIONS:

a) **AK20030001-9 (Building and Heavy)** – For utilities and everything else not covered under the first two use:

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WAIS Document Retrieval

GENERAL DECISION: AK20030001 08/06/2004 AK1

Date: August 6, 2004

General Decision Number: AK20030001 08/06/2004

Superseded General Decision Number: AK020001

State: Alaska

Construction Types: Building and Heavy

Counties: Alaska Statewide.

BUILDING AND HEAVY CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number	Publication Date
0	06/13/2003
1	11/28/2003
2	02/06/2004
3	03/05/2004
4	04/02/2004
5	04/16/2004
6	05/14/2004
7	06/18/2004
8	07/23/2004
9	08/06/2004

ASBE0097-001 01/01/2004

	Rates	Fringes
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Asbestos Workers/Insulator (includes application of all insulating materials protective coverings, coatings and finishings to all types of mechanical systems)...	\$ 29.63	9.42
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ASBE0097-002 01/01/2004

	Rates	Fringes
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Hazardous Material Handler (includes preparation, wetting, stripping, removal scrapping, vacuming, bagging, and disposing of all insulation materials, whether they contain asbestos or not,		
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from mechanical systems).....\$ 26.45	9.42

BOIL0502-002 01/01/2004	
	Rates Fringes
Boilermaker.....\$ 35.23	15.37

BRAK0001-002 07/01/2003	
	Rates Fringes
Bricklayer, Blocklayer, Stonemason, Marble Mason, Tile Setter, Terrazzo Worker...\$ 30.13	11.80
Tile & Terrazzo Finisher.....\$ 24.70	11.80

CARP1243-003 07/01/2003	
North of the 63rd Parallel	
	Rates Fringes
Carpenter/Lather/Drywall Applicator.....\$ 31.40	12.20
Carpenter: Fire or Flood Repair Work.....\$ 31.99	12.20
Millwright.....\$ 32.38	12.20

CARP1281-004 07/01/2003	
SOUTH OF 63RD PARALLEL	
	Rates Fringes
Acoustical Applicator and Lather.....\$ 28.10	12.70
Carpenters & Drywallers.....\$ 28.10	12.70
Millwright.....\$ 28.80	12.70

CARP2520-003 08/01/2003	
	Rates Fringes
Diver	
Stand-by.....\$ 32.66	12.20
Tender.....\$ 31.66	12.20
Working.....\$ 65.32	12.20
Piledriver	
Carpenter.....\$ 29.30	12.20
Piledriver; Skiff Operator and Rigger.....\$ 28.14	12.20

Sheet Pile Stabber.....	\$ 29.14	12.20
Welder.....	\$ 29.90	12.20

ELEC1547-004 11/03/2003

	Rates	Fringes
Cable splicer.....	\$ 33.17	3%+13.10
Electrician;Technician.....	\$ 31.42	3%+13.10

ELEC1547-005 01/01/2004

	Rates	Fringes
Cable splicer.....	\$ 35.90	3%+16.00
Linemen (Including Equipment Operators, Technician).....	\$ 34.15	3%+16.00
Powderman.....	\$ 32.15	3%+16.00
Tree Trimmer.....	\$ 22.95	3%+16.00

ELEV0019-002 01/01/2004

	Rates	Fringes
Elevator Mechanic.....	\$ 37.695	10.765+a

FOOTNOTE: a. Employer contributes 8% of the basic hourly rate
for over 5 year's service and 6% of the basic
hourly rate for 6 months to 5 years' of service
as vacation paid credit. Seven paid holidays:
New Year's Day; Memorial Day; Independence Day;
Labor Day, Thanksgiving Day; Friday after
Thanksgiving and Christmas Day

ENGI0302-002 09/01/2003

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.08	10.89
GROUP 1A.....	\$ 33.62	10.89
GROUP 2.....	\$ 31.41	10.89
GROUP 3.....	\$ 30.78	10.89
GROUP 4.....	\$ 25.36	10.89

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Asphalt Roller; Back Filler; Barrier Machine
(Zipper); Batch Plant Operator: Batch and Mixer over 200
yds.; Beltcrete with power pack and similar conveyors;
Bending Machine; Boat Coxwains; Bulldozers; Cableways,
Highlines and Cablecars; Cleaning Machine; Coating Machine;

Concrete Hydro Blaster; Cranes-45 tons and under or 150 foot boom and under (including jib and attachments): (a) Shovels, Backhoes, Draglines, Clamshells; Gradalls-3 yards and under; (b) Hydralifts or Transporters, all track or truck type,(c) Derricks; Crushers; Deck Winches-Double Drum; Ditching or Trenching Machine (16 inch or over); Drilling Machines, core, cable, rotary and exploration; Finishing Machine Operator, concrete paving, Laser Screed, sidewalk, curb and gutter machine; Helicopters; Hover Craft, Flex Craft, Loadmaster, Air Cushion, All Terrain Vehicle, Rollagon, Bargecable, Nodwell Sno Cat; Hydro Ax: Feller Buncher and similar; Loaders: Forklifts with power boom and swing attachment, Overhead and front end, 2 1/2 yards through 5 yards, Loaders with forks or pipe clamps, Loaders, elevating belt type, Euclid and similar types; Mechanics, Bodyman; Micro Tunneling Machine; Mixers: Mobile type w/hoist combination; Motor Patrol Grader; Mucking Machines: Mole, Tunnel Drill, Horizontal/Directional Drill Operator, and/or Shield; Operator on Dredges; Piledriver Engineers, L. B. Foster, Puller or similar Paving Breaker; Power Plant, Turbine Operator, 200 k.w. and over (power plants or combination of power units over 300 k.w.); Sauerman-Bagley; Scrapers-through 40 yards; Service Oiler/Service Engineer; Sidebooms-under 45 tons; Shot Blast Machine; Spreaders, Blaw Knox, Cedarapids, Barber Greene, Slurry Machine; Sub-grader (Gurries, C.M.I. and C.M.I. Roto Mills and similar types); Tack tractor; Truck mounted Concrete Pumps, Conveyor, Creter; Water Kote Machine; Unlicensed off road hauler

GROUP 1A: Cranes-over 45 tons or 150 foot (including jib and attachments): (a) Shovels, backhoes, draglines, clamshells-over 3 yards, (b) Tower cranes; Loaders over 5 yds.; Motor Patrol Grader (finish: when finishing to final graders and/or to hubs, or for asphalt); Power Plants: 1000 k.w. and over; Quad; Screed; Sidebooms over 45 tons; Slip Form Paver C.M.I. and similar types; Scrapers over 40 yards

GROUP 2: Batch Plant Operators: Batch and Mixer 200 yds. per hour and under; Boiler-fireman; Cement Hog and Concrete Pump Operator; Conveyors (except as listed in group 1); Hoist on steel erection; Towermobiles and Air Tuggers; Horizontal/Directional Drill Locator; Loaders, Elevating Grader, Dumor and similar; Locomotives: rod and geared engines; Mixers; Screening, Washing Plant; Sideboom (cradling rock drill regardless of size); Skidder; Trencing Machine under 16 inches.

GROUP 3: "A" Frame Trucks, Deck Winches: single power drum; Bombardier (tack or tow rig); Boring Machine; Brooms-power; Bump Cutter; Compressor; Farm tractor; Forklift, industrial type; Gin Truck or Winch Truck with poles when used for

hoisting; Grade Checker and Stake Hopper; Hoist, Air Tuggers, Elevators; Loaders: (a) Elevating-Athey, Barber Green and similar types (b) Forklifts or Lumber Carrier (on construction job site) (c) Forklifts with Tower (d) Overhead and Front-end, under 2 1/2 yds. Locomotives: Dinkey (air, steam, gas and electric) Speeders; Mechanics (light duty); Mixers: Concrete Mixers and Batch 200 yds. per hour and under; Oil, Blower Distribution; Post Hole Diggers, mechanical; Pot Fireman (power agitated); Power Plant, Turbine Operator, under 300 k.w.; Pumps-water; Rig oiler/assistant engineer, over 45 ton, over 3 yards or over 150 foot boom; Roller-other than Plantmix; Saws, concrete; Straightening Machine; Tow Tractor

GROUP 4: Rig Oiler/Assistant Engineer (Advances to Group III if over 45 tons or 3 yards or 150 ft. boom); Swamper (on trenching machines or shovel type equipment); Spotter; Steam Cleaner

FOOTNOTE: Groups 1-4 receive 10% premium while performing tunnel or underground work.

IRON0751-003 08/01/2003

	Rates	Fringes
Ironworkers:		
BRIDGE, STRUCTURAL, ORNAMENTAL, REINFORCING MACHINERY MOVER, RIGGER, SHEETER, STAGE RIGGER, BENDER OPERATOR.....	\$ 27.50	14.10
FENCE, BARRIER AND GUARDRAIL INSTALLERS.....	\$ 24.00	13.85
GUARDRAIL LAYOUT MAN.....	\$ 24.74	13.85
HELICOPTER, TOWER.....	\$ 28.50	14.10

LAB00341-005 09/01/2003

	Rates	Fringes
Laborers:		
GROUP 1.....	\$ 24.49	11.50
GROUP 2.....	\$ 25.24	11.50
GROUP 3.....	\$ 25.89	11.50
GROUP 3A.....	\$ 28.29	11.50
GROUP 4.....	\$ 16.84	11.50
TUNNELS, SHAFTS, AND RAISES		
GROUP 1.....	\$ 26.94	11.50
GROUP 2.....	\$ 27.76	11.50
GROUP 3.....	\$ 28.48	11.50
GROUP 3A.....	\$ 31.12	11.50

LABORERS CLASSIFICATIONS

GROUP 1: Asphalt Workers (shovelman, plant crew); Brush Cutters; Camp Maintenance Laborer; Carpenter Tenders; Choke Setters, Hook Tender, Rigger, Signalman; Concrete Laborer (curb and gutter, chute handler, grouting, curing, screeding); Crusher Plant Laborer; Demolition Laborer; Ditch Diggers; Dump Man; Environmental Laborer (asbestos (limited to nonmechanical systems), hazardous and toxic waste, oil spill); Fence Installer; Fire Watch Laborer; Flagman; Form Strippers; General Laborer; Guardrail Laborer, Bridge Rail Installers; Hydro-Seeder Nozzleman; Laborers (building); Landscape or Planter; Material Handlers; Pneumatic or Power Tools; Portable or Chemical Toilet Serviceman; Pump Man or Mixer Man; Railroad Track Laborer; Sandblast, Pot Tender; Saw Tenders; Scaffold Building and Erecting; Slurry Work; Stake Hopper; Steam Point or Water Jet Operator; Steam Cleaner Operator; Tank Cleaning; Utiliwalk and Utilidor Laborer; Watchman (construction projects); Window Cleaner

GROUP 2: Burning and Cutting Torch; Cement or Lime Dumper or Handler (sack or bulk); Choker Splicer; Chucktender (wagon, airtrack and hydraulic drills); Concrete Laborers (power buggy, concrete saws, pumpcrete nozzleman, vibratorman); Environmental Laborer (marine work); Foam Gun or Foam Machine Operator; Green Cutter (dam work); Guardrail Machine Operator; Gunnite Operator; Hod Carriers; Jackhammer or Pavement Breakers (more than 45 pounds); Mason Tender and Mud Mixer (sewer work); Plasterer, Bricklayer and Cement Finisher Tenders; Power Saw Operator; Railroad Switch Layout Laborer; Sandblaster; Sewer Caulkers; Sewer Plant Maintenance Man; Thermal Plastic Applicator; Timber Faller, chain saw operator, filer; Timberman

GROUP 3: Bit Grinder; Drill Doctor (in the field); Drillers (including, but not limited to, wagon drills, air track drills; hydraulic drills); High Rigger and tree topper; Higher Scaler; Pioneer Drilling and Drilling Off Tugger (all type drills); Powderman; Slurry Seal Squeegee Man

GROUP 3A: Asphalt Raker, Asphalt Belly dump lay down; Grade checker (setting or transferring of grade marks, line and grade); Pipelayers

GROUP 4: Final Building Cleanup

TUNNELS, SHAFTS, AND RAISES CLASSIFICATIONS

GROUP 1: Brakeman; Muckers; Nippers; Topman and Bull Gang;

Tunnel Track Laborer

GROUP 2: Burning and Cutting Torch; Concrete Laborers;
Jackhammers; Laser Instrument Operators; Nozzleman,
Pumpcrete or Shotcrete; Pipelayers.

GROUP 3: Miner; Miner; Retimberman

GROUP 3A: Powderman

Tunnel shaft and raise rates only apply to workers regularly
employed inside a tunnel portal or shaft collar.

PAIN1140-004 07/01/2004

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
Painters:		
Brush, Roller, Sign, Paper and Vinyl, Swing Stage, Hand Taper/Drywall, Structural Steel, and Commercial Spray.....	\$ 23.79	12.89
Machine Taper/Drywall.....	\$ 23.99	12.89
Spray-Sand/Blast, Epoxy and Tar Applicator.....	\$ 24.59	12.89
Steeple Jack & Tower.....	\$ 25.59	12.89

PAIN1140-005 07/01/2004

	Rates	Fringes
Soft Floor Layer.....	\$ 25.40	8.87

PAIN1140-006 07/01/2004

SOUTH OF THE 63RD PARALLEL

	Rates	Fringes
Glazier.....	\$ 27.00	12.60

PAIN1555-004 04/01/2004

NORTH OF THE 63RD PARALLEL

	Rates	Fringes
Hazardous Material Applicator LEAD BASED PAINT		

ABATEMENT, RADON MITIGATION, SANDBLAST, STRUCTURAL STEEL, TAPING, TEXTURING.....	\$ 28.50	12.47
Painter		
BRUSH, BUFFER OPERATOR, FLOOR-COVERER, POT TENDER, ROLL SPRAY, WALLCOVERER.....	\$ 28.00	12.47

PAIN1555-005 06/01/2004		
NORTH OF THE 63RD PARALLEL		
	Rates	Fringes
Glazier.....	\$ 27.60	12.07

PLAS0867-001 04/01/2004		
	Rates	Fringes
Plasterer		
NORTH OF THE 63RD PARALLEL..	\$ 30.39	11.51
SOUTH OF THE 63RD PARALLEL..	\$ 30.14	11.51

* PLAS0867-003 04/01/2004		
	Rates	Fringes
Cement Mason		
NORTH OF THE 63RD PARALLEL..	\$ 29.54	11.51
SOUTH OF THE 63RD PARALLEL..	\$ 29.29	11.51

* PLUM0262-002 07/01/2004		
East of the 141st Meridian		
	Rates	Fringes
Plumber; Steamfitter.....	\$ 29.09	12.05

PLUM0367-002 07/01/2004		
South of the 63rd Parallel		
	Rates	Fringes
Plumber; Steamfitter.....	\$ 31.30	13.62

PLUM0375-002 07/01/2004		
North of the 63rd Parallel		

	Rates	Fringes
Plumber; Steamfitter.....	\$ 35.16	15.45

PLUM0669-002 04/01/2004

	Rates	Fringes
Sprinkler Fitter.....	\$ 37.85	8.65

R00F0190-002 09/01/2003

	Rates	Fringes
Roofer		
North of the 63rd Parallel..	\$ 30.20	10.92
South of the 63rd Parallel..	\$ 28.20	10.92

SHEE0023-003 07/01/2004

South of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 32.58	13.31

SHEE0023-004 09/01/2003

North of the 63rd Parallel

	Rates	Fringes
Sheet Metal Worker.....	\$ 33.36	12.89

TEAM0959-003 09/01/2003

	Rates	Fringes
Truck Driver		
GROUP 1.....	\$ 32.10	10.07
GROUP 1A.....	\$ 33.15	10.07
GROUP 2.....	\$ 31.05	10.07
GROUP 3.....	\$ 30.37	10.07
GROUP 4.....	\$ 29.90	10.07
GROUP 5.....	\$ 29.26	10.07

GROUP 1: Semi with Double Box Mixer; Dump Trucks (including rockbuggy and trucks with pups) over 40 yards up to and including 60 yards; Deltas, Commanders, Rollogans and similar equipment when pulling sleds, trailers or similar equipment; Boat Coxswain; Lowboys including attached

trailers and jeeps, up to and including 12 axles; Ready-mix over 12 yards up to and including 15 yards)

GROUP 1A: Dump Trucks (including Rockbuggy and Trucks with pups) over 60 yards up to and including 100 yards

GROUP 2: Turn-O-Wagon or DW-10 not self-loading; All Deltas, Commanders, Rollogans, and similar equipment; Mechanics; Tireman, heavy duty; Dump Trucks (including Rockbuggy and Trucks with pups) over 20 yards up to and including 40 yards; Lowboys including attached trailers and jeeps up to and including 8 axles; Super vac truck/cacasco truck/heat stress truck; Ready-mix over 7 yards up to and including 12 yards

GROUP 3: Dump Trucks (including Rockbuggy and Trucks with pups) over 10 yards up to and including 20 yards; batch trucks 8 yards and up; Oil distributor drivers; Greaser; Water Wagon (when pulled by Euclid or similar type equipment); Partsman

GROUP 4: Buggymobile; Semi or Truck and trailer; Dumpster; Tireman (light duty); Dump Trucks (including Rockbuggy and Truck with pups) up to and including 10 yards; Track Truck Equipment; Stringing Truck; Fuel Truck; Fuel Handler with truck; Grease Truck; Flat Beds, dual rear axle; Hyster Operators (handling bulk aggregate); Lumber Carrier; Water Wagon, semi; Water Wagon, dual axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame manufactured rating over 5 tons; Bull Lifts and Fork Lifts with Power Boom and Swing attachments, over 5 tons; Front End Loader with Forks; Bus Operator over 30 passengers; All Terrain Vehicles; Boom Truck/Knuckle Truck over 5 tons; Foam Distributor Truck/dual axle; Hydro-seeders, dual axle; Vacuum Trucks, Truck Vacuum Sweepers; Vacuum Trucks, Truck Vacuum Sweepers; Loadmaster (air and water); Air Cushion or similar type vehicle; Fire Truck; Combination Truck-fuel and grease; Compactor (when pulled by rubber tired equipment); Rigger (air/water/oilfield); Ready Mix, up to and including 7 yards

GROUP 5: Gravel Spreader Box Operator on Truck; Flat Beds, single rear axle; Boom Truck/Knuckle Truck up to and including 5 tons; Pickups (Pilot Cars and all light duty vehicles); Water Wagon, single axle; Gin Pole Truck, Winch Truck, Wrecker, Truck Mounted "A" Frame, manufactured rating 5 tons and under; Bull Lifts and Fork Lifts (fork lifts with power broom and swing attachments up to and including 5 tons); Buffer Truck; Tack Truck; Bus Operators (up to 30 passengers); Farm type Rubber Tired Tractor (when material handling or pulling wagons on a construction project); Foam Distributor, single axle; Hydro-Seeders,

single axle; Team Drivers (horses, mules and similar equipment); Rigger (warehouse operation); Fuel Handler (station/bulk attendant); Batch Truck, up to and including 7 yards

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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Section 00100 introduction to Section 00100

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00600	Representations and Certifications and other Statements of Offerors, and Pre-Award Information
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00800	Special Clauses, which include the following:
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a) **Special Clauses** **Pages 00800-1 thru 00800-12**

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RETURN THE FOLLOWING WITH YOUR PROPOSAL:

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Section 00600 - Representations and Certifications and Pre-Award Information

20% Bid Bond

**** BONDS – Matter of All Seasons Construction, Inc. GAO Decision B-291166.2**

Bid Bonds must be accompanied by a Power of Attorney containing an original signature from the surety, which must be affixed to the Power of Attorney after the Power of Attorney has been generated. Computer generated and signed Power's of Attorney will only be accepted if accompanied by an original certification from a current officer of the surety attesting to its authenticity and continuing validity.

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SECTION 01000

SCOPE OF WORK

1. GENERAL

This project is the design and construction of installation boundary fencing on Fort Richardson Army Installation, Alaska. The project consists of fencing foundation design appropriate for arctic conditions to prevent frost heave, installation of fencing and gates, and all other work required to install fence.

1.1 Design and Construction of Installation Boundary Fencing

Contractor shall provide installation of fencing, gates, and bollards in accordance with attached fencing/gate/bollard detail drawings and specifications and provide all foundation design and installation. See attached specifications, site plan drawings, and detail drawings for description and approximate layout of Installation Boundary Fencing.

a. FENCE FOUNDATION DESIGN AND CRITERIA

Fence foundation design and criteria applies to both Base and Optional Work Items. Contractor shall provide 100% engineering and design of fencing foundations by a licensed professional engineer and installation appropriate for arctic conditions, including measures to prevent frost heave of foundations. The following foundation criteria shall be met by the Contractor's foundation design:

(1) During extreme wind conditions, defined by design wind speed, no more than 3% deflection at the top of the fence post, measured from ground level, shall be allowed. Extreme wind condition design speed for Fort Richardson is 49 meters/second.

(2) Top of Combination Security Fencing (CSF) and FE-6 Chain Link Security Fencing line posts shall be capable of withstanding a 91 Kilogram working point load applied horizontally, perpendicular to the fence line.

(3) Top of Pipe Rail Fence line posts and top of bollards shall be capable of withstanding a 227 Kilogram working point load applied horizontally, perpendicular to the fence line.

(4) Maximum distance between line posts shall be 3 meters.

b. ALIGNMENT DESCRIPTION

The fence alignment is described in terms of both Base and Optional Work Items. Fort Richardson's fence alignment shall consist of installation of Combination Security Fencing (CSF), FE-6 Chain Link Security Fencing (FE-6), Pipe Rail Fencing, gate installation, and fence removal and retrofit at various locations. All existing fencing shall remain in place, except where new Combination Security Fencing (CSF) encounters existing State of Alaska Department of Transportation (AK DOT) Moose Fence (Netwire) along the West side of Glenn Highway (See Base Work Items 0001-0009 description below).

Where new Pipe Rail fencing encounters existing Pipe Rail fence, new Pipe Rail fence shall tie into the existing Pipe Rail fencing. Where new Pipe Rail fence encounters existing fence

other than Pipe Rail, including existing Netwire fencing along the Glenn Highway, the new Pipe Rail fence shall be placed as close as possible, but within 1.5 meters behind the existing fencing on Fort Richardson property. Existing Netwire fence is composed of fence line posts with galvanized wire mesh attached to the line posts. See State of Alaska Department of Transportation as built Moose Fence Details drawing (Moose Fence Detail) in Specification Section 02821. Where any new fencing is placed along side existing fencing, new fencing shall be tied into the existing fencing at both termination/end points of the existing fencing to eliminate the through corridor created between the two fences. See drawing Plate C-21, drawing detail "New Fence Tie-In To Existing Fence".

Contractor shall coordinate all fence and gate placement with the Contracting Officer before installation of fencing and gates.

Beginning with the Base Work Items, the following describes the approximate fence alignment in terms of Base and Optional Work Items.

Base Work Items 0001-0009

New Combination Security Fencing shall begin approximately at the Northern end of Camp Denali along the West side of Glenn Highway and shall head Southwest along the Glenn Highway ROW on Army property and shall continue Southwest until reaching the point where existing Netwire fencing ends near the installation boundary just Northeast of Anchorage. Contractor shall coordinate placement of the fence along the Glenn Highway corridor with the Contracting Officer.

Where new Combination Security fencing (CSF) encounters existing Alaska Department of Transportation (AK DOT) Moose Fence (Netwire) along the West side of Glenn Highway, the Contractor shall retrofit approximately 4,400 meters of existing Netwire fence to become Combination Security Fence (CSF). The Contractor shall retrofit the existing Netwire fence by removing approximately 4,400 meters of existing galvanized wire fencing from the existing line posts and shall use the existing line posts and foundations to install new CSF fencing. The Contractor shall not be held to the foundation criteria required by this contract for the existing Netwire fence foundations to be used in retrofitting the existing Netwire fence along the West side of the Glenn Highway. All removed galvanized wire fencing shall become the property of the Contractor and shall be removed from Fort Richardson property and disposed of offsite by the Contractor. All existing moose gates shall remain in place and new fencing shall be tied into existing moose gates.

Before performing the work required on or near the AK DOT Netwire fencing, the Contractor shall obtain a construction permit through the AK DOT Right-of-Way Section and if the Contractor's work will be within 3 meters of the existing pedestrian/bike path running along the Glenn Highway, the Contractor shall obtain another special use permit through the AK DOT Right-of-Way Section.

Two new double moose gates, per Alaska Department of Transportation as built Moose Gate design, shall be installed by the Contractor in the Combination Security Fencing (CSF) running along the West side of Glenn Highway. See attached State of Alaska Department of Transportation Moose Fence Details drawing in Specification Section 02821 showing Moose Gates and Moose Gate details. See attached State of Alaska Department of Transportation Moose Fence Details Upper Moose Gate Hinge drawing in Specification Section 02821 for special grease requirements.

Five CSF Double Swing Gates with an opening of 7.3 meters shall be installed by the Contractor along the West side of Glenn Highway to modify existing and new double moose gates along Glenn Highway. Two CSF Double Swing Gates with an opening of 4.2 meters shall be installed by the Contractor along the West side of the Glenn Highway to modify existing single moose gates. Contractor shall coordinate exact gate placement with the Contracting Officer.

Contractor shall install forty-eight Stationary Bollards in this fence alignment. Bollards shall be per design detail in the project drawings. Contractor shall coordinate exact bollard placement with the Contracting Officer.

Modification of existing and new moose gates consists of the installation of CSF Double Swing Gates and bollards along the opening in the fence alignment required for moose access through the fence once the moose has entered into the moose gate complex. Bollards shall be spaced 760mm (30 inches) apart. See stationary bollard detail on drawing Plate C-19 and CSF Double Swing Gate detail on drawing Plate C-21.

Optional Work Item 0010

FE-6 Chain Link Security fencing shall be installed along the North side of the Fort Richardson cantonment area. The new FE-6 fence shall start by tying into the existing chain link fencing on the North side of the Ammunition Storage Point (ASP). The new FE-6 fencing shall run East along the North side of the cantonment area along the North side of Camp Carroll until reaching the Glenn Highway and existing AK DOT Netwire fence (See drawing Plate C-1). The FE-6 fencing shall not encroach on the Glenn Highway ROW. The Contractor shall coordinate the placement of the FE-6 fence alignment along the North side of the cantonment area with the Contracting Officer.

Once reaching the Glenn Highway and existing AK DOT Netwire fence, FE-6 Chain Link Security fencing shall head North until reaching the Northern Terminus of the existing AK DOT Netwire fence and shall head South along the West side of the Glenn Highway until reaching the Northern side of Camp Denali. The existing Netwire fencing encountered by the FE-6 fencing shall remain in place and the new FE-6 fencing shall be installed on Army property West of the existing Netwire fencing as close as possible but within 1.5 meters of the existing fence.

Eight chain link manual Double Swing Vehicle Gates with an opening of 7.3 meters (max.) shall be installed in the FE-6 Chain Link Security fencing alignment along the North side of the cantonment area (See drawing Plate C-20). Contractor shall coordinate exact gate placement with the Contracting Officer.

Optional Work Item 0011

New Pipe Rail Fencing shall begin by tying into the Southern end of the existing Pipe Rail fencing running North/South along the Installation boundary on the Eastern side of Anchorage. New Pipe Rail fencing shall continue South along the Installation boundary on the Eastern side of Anchorage and Far North Bicentennial Park and will then head East along the boundary on the Northern side of Stuckagain Heights. The new Pipe Rail fence shall continue East along the Installation boundary toward the Chugach Mountains and shall terminate at approximately the West rim of the North Fork Campbell Creek canyon (See

drawing Plate C-14 and USGS quardangle map Anchorage (A-8) NE, Alaska 1979 revised 1993). Contractor shall coordinate with the Contracting Officer to determine the exact location of Pipe Rail fence termination in the Campbell Creek canyon area.

Contractor shall install seven Steel Pipe Swing Gates with an opening of 7.3 meters (max.) and one Steel Pipe Swing Gate with an opening of 4.6 meters (max) in this Pipe Rail Fence alignment. Contractor shall coordinate exact gate placement with the Contracting Officer.

Contractor shall install seventeen Stationary Bollards in this Pipe Rail Fence alignment. Bollards shall be per design detail in the project drawings. Contractor shall coordinate exact bollard placement with the Contracting Officer.

Optional Work Item 0012

Pipe Rail fence shall begin along the Fort Richardson property boundary at the Southern end of Clunie Lake and shall continue South and then East along the installation boundary line, toward the Alaska Railroad tracks. The Alaska Railroad right-of-way (ROW) shall not be encroached upon. See drawing Plate C-2 and Real Estate documents. Contractor shall coordinate the exact Pipe Rail Fence starting point south of Clunie Lake with the Contracting Officer.

Existing Pipe Rail fence begins on the East side of the Alaska Railroad track ROW (See drawing Plate C-1 and C-2 and Real Estate documents). The existing Pipe Rail fence shall remain in place. New Pipe Rail fence shall begin again by tying into the East end of the existing Pipe Rail fence and shall continue along the Installation boundary East toward the Glenn Highway and then turn South towards the town of Eagle River (See drawing Plate C-2, C-3, and C-4). Existing Netwire fencing runs along the Installation boundary just North of Eagle River and runs South along part of the Western side of Eagle River (See drawing Plate C-1). Where new Pipe Rail fence encounters existing Netwire fencing in this area, the existing Netwire fence shall remain in place and the new Pipe Rail fence shall be installed on the West side (secure side/Army property side) of the existing fence as close as possible, but within 1.5 meters.

Installation of Pipe Rail fence shall continue South past the town of Eagle River along the Installation boundary and South along the Army property side of the Glenn Highway ROW until reaching the Northern side of the Anchorage Regional Landfill. The Pipe Rail fence shall head West along the Northern side of the Anchorage Regional Landfill, then turn Southwest along the Western side of the Anchorage Regional Landfill, and then turn Southeast along the Southwestern side of the Anchorage Regional Landfill (See drawing Plate C-1 and C-4). The Pipe Rail fence shall continue Southeast along the Southwestern side of the Anchorage Regional Landfill until reaching the Glenn Highway ROW. The fence shall not encroach on the Glenn Highway ROW. Existing chain link fencing surrounds the Anchorage Regional Landfill and shall remain in place (See drawing Plate C-1). Where new Pipe Rail fence encounters the existing chain link fence around the Anchorage Regional Landfill, the new Pipe Rail fence shall be installed on the Army property side of the existing fence as close as possible, but within 1.5 meters.

Starting at approximately the Southwestern corner of the Anchorage Regional Landfill, Pipe Rail Fencing shall be installed along the West side of the Glenn Highway and shall head Southwest towards Anchorage along the Glenn Highway until approximately the location that existing AK DOT Netwire fencing begins (See drawing Plate C-1). New fencing shall

not encroach on the Glenn Highway ROW and shall be placed on Army property. Contractor shall coordinate placement of the fence along the Glenn Highway corridor with the Contracting Officer.

Before performing the work required near the Glenn Highway AK DOT ROW, the Contractor shall obtain a construction permit through the AK DOT Right-of-Way Section and if the Contractor's work will be within 3 meters of the existing pedestrian/bike path running along the Glenn Highway, the Contractor shall obtain another special use permit through the AK DOT Right-of-Way Section.

Contractor shall install three Steel Pipe Swing Gates with an opening of 7.3 meters (max.) in this Pipe Rail Fence alignment. Contractor shall coordinate exact gate placement with the Contracting Officer.

Contractor shall install thirty-four Stationary Bollards in this Pipe Rail Fence alignment. Bollards shall be per design detail in the project drawings. Contractor shall coordinate exact bollard placement with the Contracting Officer.

Optional Work Item 0013

New Pipe Rail Fence shall begin at the Northeastern corner of the Fort Richardson property boundary near the Knik Arm and follow the property boundary south until reaching Clunie Lake. The fence alignment shall terminate at Clunie Lake and not continue around the edge of Clunie Lake (See drawing Plate C-1, C-2, and C-4).

Contractor shall install one Steel Pipe Swing Gate with an opening of 4.6 meters (max.) and one Steel Pipe Swing Gate with an opening of 3.1 meters (max) in this Pipe Rail Fence alignment. Steel Pipe Swing Gates with 4.6 meter and 3.1 meter openings shall each have a galvanized steel post installed to lock the gates open to when the gate is fully opened. Contractor shall coordinate exact gate placement with the Contracting Officer.

Contractor shall install seventeen Stationary Bollards in this Pipe Rail Fence alignment. Bollards shall be per design detail in the project drawings. Contractor shall coordinate exact bollard placement with the Contracting Officer.

Optional Work Item 0014

New Pipe Rail Fencing shall be installed along the Eastern side of the Glenn Highway ROW on Army property, heading Southwest towards Anchorage, until reaching the Installation boundary. When the new Pipe Rail fence reaches the Installation boundary along the East side of Anchorage, the Pipe Rail fence shall turn South, then West, and then South following the Installation boundary until reaching the Northern end of existing Pipe Rail fencing running North/South along the Installation boundary on the Eastern side of Anchorage. The existing Pipe Rail fence is located on the Eastern side of the Muldoon area of Anchorage. The new Pipe Rail fence shall terminate by tying into the Northern end of the existing Pipe Rail Fencing (See drawing Plate C-1).

New fencing shall not encroach on the Glenn Highway ROW and shall be placed on Army property. Contractor shall coordinate placement of the fence along the Glenn Highway corridor with the Contracting Officer. Before performing the work required near the Glenn Highway AK DOT ROW, the Contractor shall obtain a construction permit through the AK

DOT Right-of-Way Section and if the Contractor's work will be within 3 meters of the existing pedestrian/bike path running along the Glenn Highway, the Contractor shall obtain another special use permit through the AK DOT Right-of-Way Section.

Across from the Anchorage Regional Landfill on the Eastern side of Glenn Highway, new Pipe Rail Fence shall be installed along the Installation boundary. The new Pipe Rail fence shall not encroach on the Glenn Highway ROW and shall head East and then South following the Installation boundary and tie into the Chugach Mountain slopes. The Contractor shall coordinate with the Contracting Officer to determine the exact location of the Pipe Rail fence termination in this area (See drawing Plate C-4).

Contractor shall install five Steel Pipe Swing Gates with an opening of 7.3 meters (max.) in this Pipe Rail Fence alignment. Contractor shall coordinate exact gate placement with the Contracting Officer.

Contractor shall install seventy-five Stationary Bollards in this Pipe Rail Fence alignment. Bollards shall be per design detail in the project drawings. Contractor shall coordinate exact bollard placement with the Contracting Officer.

c. ALIGNMENT CRITERIA

The alignment criteria stated below apply to both Base and Optional Work Items.

(1) See specifications section 00800, Special Contract Requirements for real estate information. Compliance with all existing right-of-ways is the responsibility of the Contractor.

(2) Fence alignment depicted in contract drawings is of a general nature and an approximation. The Contractor shall coordinate the final fence alignment with the Contracting Officer. All fencing shall be installed within 300 mm (12 inches) of the actual Fort Richardson property line on Army property, unless existing real estate (rights-of-way, etc...), terrain considerations, or other alignment criteria dictate otherwise. To avoid encroachment on private property, this measurement shall apply to the distance between the Fort Richardson property line and the barbed wire overhang of the boundary fence, where applicable. Where fence alignment does not follow the installation boundary property line, it shall be located approximately as shown and described in site plan drawings and shall be determined in the field by the Contracting Officer.

(3) Where fence alignment runs approximately parallel to rivers, all fencing shall be setback a minimum of 1.5 meters from the high water mark of the river. If vegetation along the river is growing beyond 1.5 meters from the high water mark, fence shall be installed along the vegetation line, unless otherwise directed by the Contracting Officer. If criteria 3 conflicts with criteria 2, criteria 3 shall be followed, except in instances where fence alignment would no longer be located on Government Land. If such case exists, Contractor shall notify Contracting Officer to obtain guidance. A permit from Alaska Department of Natural Resources (DNR) is required if construction activities will occur below the ordinary high water mark. If construction activities require work below the ordinary high water mark, any required permits will be obtained by the Government. The Contractor must have in his possession copies of the required permits prior to commencement of any work below the ordinary high water mark.

(4) The Government will provide delineation of wetland areas on Army property. The Contractor shall closely coordinate the alignment of the fence and construction activities in these wetland areas with the Contracting Officer. All construction activities in wetland areas shall be conducted in the winter when the ground is frozen a minimum depth of 300mm. Mechanical clearing of vegetation in designated wetland areas shall occur during winter months to prevent wetland disturbance. Vegetation shall be cleared when a minimum of 152 mm of snow is on the ground and the ground is frozen a minimum depth of 300 mm. Contractor shall not perform any grubbing activities in designated wetland areas. If construction activities in wetland areas require permits, any required permits will be obtained by the Government. If permits are required before construction begins in wetland areas, the Contractor must have in his possession copies of the required permits prior to beginning fence construction in wetland areas. Of the total fence alignment length, approximately 2,650 meters of it will occur in wetlands, which means approximately 2.4 hectares (6 acres) of wetlands will occur along the fence alignment within the 9.1 meter cleared corridor on the secure side of the fence (See 1.4 of this section).

(5) Fence alignment shall not cross any rivers, creeks, or other waterways, including Eagle River, Ship Creek, Chester Creek, and the North Fork of Campbell Creek. All fencing shall terminate 1.5 meters beyond the high water mark of the waterway. Vegetation to be cleared along the secure side of the fence alignment for the 9.1 meter corridor on Amy property, shall not be cleared to the edge of waterways. The Contractor shall coordinate the clearing termination point near waterways with the Contracting Officer.

(6) Waterways shall not be crossed by construction equipment unless the waterway is frozen sufficiently enough to support construction equipment. A permit from Alaska Department of Natural Resources (DNR) is required before crossing of any waterways when frozen. If construction activities require crossing of frozen waterways, any required permits will be obtained by the Government. The Contractor must have in his possession copies of the required permits prior to crossing any frozen waterways.

(7) If contaminated soil is discovered while performing construction activities related to fence removal or installation, Contractor shall notify Contracting Officer immediately to receive handling and disposal guidance before performing additional work. Established USAG-AK and Alaska Department of Environmental Conservation procedures shall be followed.

(8) Fence alignment vertical clearance shall comply with the National Electrical Safety Code IEEE C2-2002 Table 234-1.

(9) If during excavation or other construction activities any previously unidentified or unanticipated historical, archaeological, and cultural resources are discovered or found, all activities that may damage or alter such resources shall be temporarily suspended. Resources covered by this paragraph include but are not limited to: any human skeletal remains or burials; artifacts; shell, midden, bone charcoal, or other deposits; rock or coral alignments, pavings, wall, or other constructed features; and any indication of agricultural or other human activities. Upon such discovery or find, the Contractor shall immediately notify the Contracting Officer so that the appropriate authorities may be notified and a determination made as to their significance and what, if any, special disposition of the finds should be made. The Contractor shall cease all activities that may result in impact to or the destruction of these resources. The Contractor shall secure the area and prevent

employees or other persons from trespassing on, removing, or otherwise disturbing such resources.

(10) Contractor shall revegetate all disturbed areas with a mix of Alaskan ryegrass and fescue after the fence is installed. Contractor shall coordinate specific mix requirements with the Contracting Officer.

(11) Contractor shall contact homeowners adjacent to the intended construction zone prior to commencement of construction.

(12) Contractor shall protect existing electrical and mechanical services and utilities. Contractor shall request locates and obtain clearances from utilities prior to any fence installation work that may impact existing utilities.

(13) Where new fencing is installed along/near roadways, required clear zones shall be followed per State of Alaska Department of Transportation Alaska Highway Preconstruction Manual (PCM) or Washington State Department of Transportation Design Manual if additional guidance is needed, unless otherwise directed by the Contracting Officer. Where new gates are installed, required decision sight distances shall be followed per State of Alaska Department of Transportation Alaska Highway Preconstruction Manual (PCM) or Washington State Department of Transportation Design Manual if additional guidance is needed, unless otherwise directed by the Contracting Officer.

d. WARNING AND GATE SIGNS

Warning signs apply to fencing in both Base and Optional Work Items. Warning signs shall be placed at 91 meter intervals along the entire length of the fence. Gate signs apply to all Double Swing Vehicle Gates and Steel Pipe Swing Gates in Optional Work Items. Gate signs shall be placed on both sides of all Double Swing Vehicle Gates and Steel Pipe Swing Gates. See detail drawings.

1.2 PERIMETER SURVEY REQUIREMENTS

1.2.1 Scope. Survey requirements apply to Base Work Item 0009 and Optional Work Items 0011AH, 0012AG, 0014AG, 0015, and 0016. Work consists of land surveying services to determine accurate property corners along the boundary of Fort Richardson, Alaska, where security fencing will be installed. Contractor shall locate all property corners and set intervisible points along the boundary line and fence alignment for a total of approximately 18,500 meters. Surveying is necessary to determine the Fort Richardson Installation boundary south of the Eagle River area, areas where new fence will be installed along the Glenn Highway Right-of-Way, along the Southern Fort Richardson Installation boundary, and along Fort Richardson Eastern boundary across from the Anchorage Regional Landfill.

a. Contractor shall recover horizontal control monuments sufficient in density to enable them to search for, and to re-set, if required, monuments required to re-establish any boundary lines. Locate and tie in to existing primary control network and existing established section corners.

b. Monuments shall be placed at all major corners of the exterior boundary of the property unless already marked or referenced by an existing monument. Contractor shall tie monuments previously installed by others.

c. Visually identify and stake proposed boundary monument locations and section corners in project area at Fort Richardson.

d. Coordinate with the Fort Richardson Directorate of Public Works (DPW) to have them verify the staked locations prior to digging for new monumentation installation.

e. Install new monuments at intervisible locations, as necessary along property boundary.

1.2.2 Special Requirements. The following specifications are project specific and intended to supplement technical requirements in the basic contract.

a. Horizontal control surveys shall meet third order standards in accordance with EM 1110-1-1004, Geodetic and Control Surveying, dated 1 June 2002.
(see <http://www.usace.army.mil/publications/eng-manuals/em1110-1-1004/toc.htm>)

b. An Alaska-registered professional land surveyor must perform or supervise replacement of survey monuments and/or establishment of monuments and all boundary lines.

c. All monument work must comply with AS 34.65.040 and meet standards in the latest version of the Alaska Society of Professional Land Surveyors' Standards of Practice Manual.

d. Contractor shall walk the boundaries with the Fort Richardson Directorate of Public Works, and stake the locations of each proposed boundary corner.

e. Fort Richardson Public Works shall provide permission to dig at each staked location within two (2) working days of Contractor's request. Contractor shall notify the Contracting Officer of any delays to this process.

f. Contractor is responsible for acquiring all additional survey data such as boundaries, topography and profiles, plus establishment of undefined boundaries and/or Right-of-Way beyond what has been provided by Government Furnished Materials to the Contractor.

g. Any existing permanent survey markers disturbed, destroyed or removed by Contractor activities shall be replaced in-kind and referenced at the expense of the Contractor. Note – see Item b. above, in reference to Alaska Registered Land Surveyor.

h. Specifications for boundary monuments are as follows:

(1) Monument type shall be the following or equivalent: Bernsten A1NBF30 Pipe Monument or Sectional Drive Monument HDRR3, minimum depth 2.4 meters or refusal. The selection of the pipe monument vs. sectional drive rod shall be based on soil conditions found at each site. Each survey monument shall have a 1.8 meter Carsonite Post (CBM2072) with witness post decal affixed and driven to a depth of 0.6 meters below the surface of the ground, in accordance with EM 1110-1-1002, Survey Markers and Monumentation, dated 14 Sep 90.
(see <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em1110-1-1002/toc.htm>)

(2) Each monument cap will be stamped to identify the project and corner number, i.e., "FTR174-[corner number 1, 2, 3, etc.]," clockwise from the point of beginning around

entire boundary perimeter. For cadastral corners follow Manual of Survey Instructions 1973, Dept. of Interior, BLM.

(3) All monumentation shall be provided by the Contractor.

i. Field Notebook Standards:

(1) Field books shall be neat, legible and sequential. They will also show names of crew members and date, temperature and weather conditions at the beginning of each day.

(2) Each field book shall have an index. The serial number and type of instruments used will be shown on this page.

(3) There will be no more than one (1) horizontal set-up per page.

(4) Field notebooks shall be Rite-in-the-Rain, Level No. 311, or equivalent.

(5) Field notebooks shall be marked as follows:

FORT RICHARDSON
Perimeter Survey
FTR 174 Boundary Fencing Project
PARCEL NO. xxxx
Contract No. xxxx
FY03 – (Date)
File No. xxxx Bk (xx_of xx)

j. Control will be based on Alaska State Plane Coordinate System, Zone 4, horizontal NAD 83/91 and vertical NAVD 88. All measurement will be in meters.

k. Fort Richardson Public Works POC is George May, telephone no. (907) 384-1853. All on-post activities must be coordinated through this office.

l. Contractor shall show areas of conflict and/or encroachment and prepare a Record of Survey to be filed on the Government's behalf.

m. Contractor shall label each monument with an Alaska State Plane Coordinate.

1.2.3 Government-furnished Material: The Contractor may request through the Contracting Officer various maps and Fort Richardson boundary legal descriptions of the project area from USACE Alaska District Real Estate Section for incorporation into the final product. All provided maps and documents are to be returned to the Contracting Officer upon completion of work.

1.2.4 Submittals/Acceptance:

a. Initial Submittal: The Contractor shall provide a data file and hard copy of three (3) survey map for review to assure compliance with project specifications.

b. Pre-Final Submittal: The Contractor shall provide survey data files and (3) hard copies of all maps depicting boundary monument and section corner locations.

c. Final Submittal: The Contractor shall provide survey data files and hard copies of all maps depicting boundary monument and section corner locations, containing revisions required as a result of the Pre-Final review conference. This submittal shall consist of:

- 1) All items in paragraph c. above.
- 2) Compact Disc containing all survey map files in AutoDesk Land development R.3 or later format and files containing all electronic data collection, computations and closures.
- 3) Three (3) hard copies of each sheet.
- 4) Original field notebooks.

Alaska registered professional land surveyor shall file a record of survey with the appropriate agencies.

1.2.5 Submittal Schedule. The Contractor shall furnish sufficient technical and supervision and administration personnel to ensure the execution of the work. Schedule will commence on the date the Contractor receives notice-to-proceed.

1.2.6 Submittals. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

Initial Submittal G
Pre-Final Submittal G
Final Submittal G

Contract shall provide weekly status updates on progress of survey monument installation and data collection.

1.2.7 Delays. The Contractor shall keep the Government advised at all times about delays or difficulties that may prohibit the completion of any part or the whole of their project on schedule.

1.3 GEOTECHNICAL ASSESSMENT

This paragraph applies to both Base and Optional Work Items. The Contractor shall provide all necessary geotechnical exploration and analysis, including sampling, testing, and classifying, to install fence foundations throughout alignment appropriately for arctic conditions including, but not limited to preventing frost heave of foundations.

1.4 SITE DEVELOPMENT

This paragraph applies to both Base and Optional Work Items. Site work shall include all required clearing and grubbing 9.1 meters wide along secure side of the fence on Army property

and removal of indicated existing fencing segments. See Specification sections 02220 and 02231 for additional requirements.

END OF SECTION

SECTION 01012

DESIGN AFTER AWARD

PART 1 GENERAL

This section lists items that must be submitted for review at various times during the preparation of the construction plans and specifications. At a minimum, design submittals are required at the 65% design stage, the 95% design stage and the 100% design stage. The requirements of each design stage are listed in Part 2 of this section.

All design submittals shall comply with the requirements specified in Section 01000 SCOPE OF WORK and elsewhere in the RFP, and the provisions of the Contractor's accepted proposal. In the event of any conflict between the specified requirements and the accepted proposal, the specified requirements will govern unless there is a written and signed agreement between the Contractor and the Contracting Officer waiving a specific requirement.

1.2 GOVERNMENT REVIEW COMMENTS

Design submittals and review conferences shall follow the schedule of the Contractor's accepted proposal and shall incorporate a period for Government review. Changes to that schedule must be requested in writing and approved by the Government.

After receipt of the 65% and 95% submittal packages as described in Part 2, the Government shall have twenty-one (21) days for review and comment. If the submittal package does include the minimum requirements as described in Part 2, the Government has the right to request a resubmittal of the package. A review conference shall be scheduled at each submittal (65% and 95%) at or near Ft. Richardson, Alaska during the first week after that period. The review will be for conformance with requirements. The Contractor shall bring the designers of record for each discipline to the review.

At the conference, or just prior to the conference, the Government will furnish the Contractor comments from the various design sections and from other concerned agencies involved in the review process. During the conference, the Contractor will have the opportunity to either accept the comment, with or without provisions, or have the comment withdrawn if generally agreed upon.

1.3 DESIGNER OF RECORD

The Contractor shall identify, for approval, the Designer of Record for each area of work. One Designer of Record may be responsible for more than one area provided he or she is a listed, registered professional in that area. The Designer(s) of Record shall stamp, sign, and date all design drawings under their responsible discipline at each design submittal stage. (See CONTRACT CLAUSE - REQUIREMENTS FOR REGISTRATION OF DESIGNERS).

1.4 CONTRACTOR DESIGN DOCUMENT REVIEW

The Contractor shall ensure that all design documents submitted after award, including all drawings and calculations, are reviewed by a registered senior engineer/architect in the required discipline who is independent from and not

associated with the design. The independent reviewer may or may not be associated with the organization having done the original design.

The independent reviewer must submit a signed letter of certification with each design submittal stating that he or she has reviewed the design documents for that discipline and that he or she agrees that the design is complete, correct, and in conformance with the contract requirements.

PART 2 PRODUCTS

2.1 PRE-DESIGN CONFERENCE

Following contract award the Contractor and leaders from each design discipline shall meet with project stakeholders from the Government at Ft. Richardson, Alaska to establish final placement of the fence and gather necessary information to establish (1) a site plat, (2) final alignment of the fence and (3) location and design criteria for all other project components including gates, bollards and warning signs. Based on information developed in the meeting the Contractor shall perform a topographic survey and geotechnical survey along the alignment, for design of the fence substructure. The objective is for the Contractor to complete final design and construction of the fence. Fast tracking and other scheduling concerns will be identified and discussed.

2.1.2 Meeting Follow Up. Following the meeting the Contractor will prepare written documents, sketches, etc. that address and confirm agreements made in the meeting and forward them to the Government.

2.2 REQUIRED FORMAT FOR DRAWINGS

Contractor shall use drawing size A1 (841 mm by 594 mm) and shall do drawings in metric. Contractor shall use Alaska District, Corps of Engineers standard title block for Army construction. Standard title block is available at the following site: <ftp://ftp.poa.usace.army.mil> under folder "COE STD Dwgs".

2.2.1 GEOTECHNICAL DATA

a. The Design-Build Contractor's Geotechnical Engineer of Record shall be responsible for preparing design recommendations. The foundation recommendation report shall be sealed by the engineer in responsible charge who shall be licensed in civil engineering in the State of Alaska.

b. Geotechnical Report: It shall be the Contractor's responsibility to provide any field work deemed necessary. It is the Contractor's responsibility to investigate the subsurface soil conditions, groundwater table and soil resistivity, etc., and obtain adequate geotechnical data to determine utility installation, trench sections and transition requirements, soil bearing capacity, foundation design, consolidation/settlement criteria, roadway or parking structural sections, trench dewatering, waterproofing design, footing design, caisson design, and all other necessary site work Geotechnical criteria to provide project requirements.

c. Design and Analysis: The Contractor shall prepare a geotechnical design analysis for all work performed for this project. The analysis shall include evaluation of soils, bearing capacity, settlement, lateral earth pressures, temporary and permanent dewatering designs, foundation design, compaction requirements, analysis of the effects of arctic climate including

frost transition recommendations. Design shall be in accordance with AFM 88-3, Chap. 7 and AFM 88-7, Chap. 1, followed by other references of choice.

d. Final Geotechnical Report: The Contractor shall submit one copy of the final report, in booklet form, to the Contracting Officer. The final report shall be stamped and sealed by the Contractors Geotechnical Engineer. As a minimum, the report shall include:

(1) The Contractors Geotechnical Design Analysis.

(2) An explanatory narrative of all work performed, observations, relevant discussions and recommendations, typical photos, project and test boring location maps (if additional test borings were drilled), foundation drawings showing foundation type and excavation limits, and exploration logs (if additional test borings were drilled).

2.3 FENCE ALIGNMENT AND SUBMITTAL REQUIREMENTS

2.3.1 Drawings

Drawings for the 65% submittal shall follow the format presented in Appendix C of ER 1110-345-700 for standard and definitive design drawings. Drawings shall be complete and organized as outlined therein. In addition, drawings shall follow the graphic standards such as pen assignments and border selections set forth in Paragraph REQUIRED FORMAT FOR DRAWINGS. The file name of the drawing should include the UPC number, a six-digit number used by the Corps of Engineers for tracking a project from start to finish.

Provide 12 sets of one half size drawings for review. The drawing set shall include the following as a minimum:

Civil

- a) Location and Vicinity Map
- b) Site Plan(s) showing fence alignment and gate locations
- c) Subsurface features and topography

2.4 95% DESIGN SUBMITTAL REQUIREMENTS

2.4.1 Design Analysis (DA)

The Design Analysis shall follow the format presented in appendix B of ER 1110-345-700 available on the Corps of Engineers "Techinfo" web site (<http://www.hnd.usace.army.mil/techinfo/>) excluding part 6 "Exceptions to Appendix B Requirements". The contents shall reflect the minimum requirements listed in this RFP and the Contractor's proposal along with any subsequent items negotiated since the 65% review conference. Provide 12 copies of the design analysis for review.

2.4.2 Design Drawings

Drawings for the 95% submittal shall follow the format presented in Appendix C of ER 1110-345-700 for standard and definitive design drawings. In addition, drawings shall follow the graphic standards such as pen assignments and border selections set forth in Paragraph REQUIRED FORMAT FOR DRAWINGS. Drawings shall be complete and organized as outlined therein and in such a manner that any qualified contractor would be able to construct the facility

without additional assistance except for shop drawings or as may be required to deal with unforeseen conditions encountered during construction. Provide 12 sets of one half size drawings for review. Drawing set shall include the following as a minimum:

Civil

- a) Location and Vicinity Map
- b) Site Plan(s) showing fence alignment, types of fencing, gate locations, surface features, topography and boring logs as applicable
- c) Drawings showing fencing details

2.5 100% DESIGN SUBMITTAL REQUIREMENTS

The 100% Design Submittal shall be similar in content and format to the 95% design submittal with the exception that all review comments accepted at the 95% design review conference shall be incorporated into the design documents. Provide 12 sets of one half size design drawings and specifications for review. The Government shall have twenty-one (21) days to review. When all comments have been incorporated and the drawings are approved for construction, provide 3 sets of full size design drawings, 12 sets of one half size drawings, 12 sets of the design analysis and specifications, and a disk with the design drawings in AutoCAD version 14 or later.

PART 3 EXECUTION - Not Applicable

END OF SECTION

SECTION 01015

SPECIAL ITEMS

PART 1 GENERAL

1.1 SCOPE

Items included in this section cover special features and/or requirements which are not otherwise specified or indicated.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 1527 (1993) Practice for Environmental Site Assessments:
Phase I Environmental Site Assessment Process

U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

29 CFR 1910 Occupational Safety and Health Standards

29 CFR 1926 Safety and Health Regulations for Construction

40 CFR 61 National Emission Standards for Hazardous Air
Pollutants

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 51B (1999) Standard for Fire Prevention During Welding,
Cutting, and Other Hot Work

NFPA 241 (1996) Safeguarding Construction, alteration, and
Demolition Operations

STATE OF ALASKA ADMINISTRATIVE CODE (AAC)

18 AAC 72 Wastewater Treatment and Disposal

1.3 ACCIDENT PREVENTION PLAN

The Contractor shall obtain the Contracting Officer's approval of the Accident Prevention Plan required by the Safety and Health Requirements Manual EM 385-1-1, dated 3 September 1996 prior to start of any work at the project site.

1.4 FIRE SAFETY

The Contractor shall obtain a permit from the organization having jurisdiction over the job site for any welding or open flame work.

1.5 WORK CLEARANCE AND UTILITY OUTAGES

The Contractor shall limit the number of power outages to the minimum necessary to complete the work. Each outage shall be limited to 4 hours in duration. Work shall be continuous until completed during each outage. Any power switching required will be done by facility personnel. The Contractor shall submit a written request through the Contracting Officer at least 10 days in advance of each requested outage. Contractor shall give 24 hour advance notice prior to outage work. The request shall include the following:

- a. The date and time of day the outage will start and length of time it will be in effect.
- b. A signed statement, in triplicate, outlining each operation and identifying the equipment on which the work is to be performed.

No outage shall be affected until the Contractor has received approval from the Contracting Officer.

1.6 DISPOSITION OF MATERIALS

Combustible and noncombustible waste material shall be disposed of offsite. No burning of materials will be permitted.

1.6.1 Salvageable Material

Salvageable material, if not otherwise indicated, shall become the property of the Contractor. The value of such salvage shall be reflected in the contract price.

1.7 TESTS

The Contractor shall provide testing, except where specifically noted to be performed by the Government, in accordance with SECTION 01451 CONTRACTOR QUALITY CONTROL.

1.8 WARRANTY OF CONSTRUCTION

a. In addition to any other warranties in this contract, the Contractor warrants, except as provided in subparagraph "i" herein, that the work performed under this contract conforms to the contract requirements and is free of any defect of equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of 1 year from the date of final acceptance of the work. If the Government takes possession of any part of the work before final acceptance, this warranty shall continue for a period of 1 year from the date the Government takes possession.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Government-owned or -controlled real or personal property, when that damage is the result of:

1. The Contractor's failure to conform to contract requirements;
or
2. Any defect of equipment, material, workmanship, or design
furnished.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

e. The Contracting Officer will notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, the Government shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the Government, if directed by the Contracting Officer; and
- (3) Enforce all warranties for the benefit of the Government, if directed by the Contracting Officer.

h. In the event the Contractor's warranty under subparagraph "b" herein has expired, the Government may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

i. Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the Government nor for the repair of any damage which results from any defect in Government-furnished material or design.

j. This warranty shall not limit the Government's rights under the Inspection of Construction clause of this contract with respect to latent defects, gross mistakes, or fraud.

k. Defects in design or manufacture of equipment, specified by the Government on a "brand name and model" basis, shall not be included in this warranty. In this event, the Contractor shall require any subcontractors, manufacturers, or suppliers thereof to execute their warranties, in writing, directly to the Government.

1.8.1 Failures

Upon receipt of notice from the Government of failure of any part of warranted items during the warranty period, the affected part or parts shall be promptly replaced. Such replacement shall include furnishing and installing the necessary new part or parts, making all necessary repairs, restoring the affected item to the operating condition specified in this contract and making all such tests as are necessary to ensure that there are no remaining defects. Such tests shall be performed in the presence of representatives of the Using Agency indicated below. Upon final acceptance of the work or transfer of responsibility to the Government for operation and maintenance of the items covered, whichever is earlier, the Contractor shall be responsible to the Using Agency for the warranty provisions of this contract. A letter stating the applicable warranty provisions shall be furnished to the Contracting Officer in duplicate, in the format and text shown in the sample letter attached to this section.

USARAK DPW
730 Quartermaster Road
Fort Richardson, Alaska 99505
(907)384-3800

1.9 CAMP FACILITIES

There are no Government owned camp facilities at the jobsite for the Contractor's use.

1.10 FURNISHINGS FOR GOVERNMENT FIELD OFFICE

The Government field office specified in SECTION 01500 TEMPORARY CONSTRUCTION FACILITIES shall be furnished with one desk, one drawing layout table, three chairs, a four-drawer vertical or two-drawer lateral file cabinet, a plain paper FAX machine, a business telephone with answering machine, a portable copier with automatic document feed, and an IBM compatible personal computer with SVGA monitor, 400 Mhz, 256 MB RAM, 20 GB hard drive, network card, sound card and speakers, MS Windows, Microsoft Office Professional latest version, Microsoft Exchange Client latest version, 56K Fax/Modem, and HP Deskjet 340 printer. All physical hard drives shall be surrendered at the conclusion of the project and shall become the property of the Corps of Engineers. The telephone and FAX machine shall have single party lines, different from each other, and separate from the Contractor's phone line(s). All costs shall be borne by the Contractor and included in the contract price, except that long distance charges incurred by the Government representative will be paid for by the Government upon arrangement with the Contracting Officer.

1.11 PARTNERING

a. The Government intends to encourage the foundation of a cohesive partnership with the Contractor and its subcontractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient contract performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

b. This partnership will be bilateral in makeup, and participation will be totally voluntary. Implementation of this initiative will be a topic of discussion at the Preconstruction Conference. Other recurring or special

purpose meetings, as agreed between the Government and the Contractor, will be held as necessary to resolve contentious issues and maintain the partnering spirit.

c. Project Status Meeting shall be held once a week with the CQC System Manager hosting the meeting with COE and Users' representatives in attendance. The CQC representative shall generate the agenda and provide the hand-out during the meeting. Items to be discussed include the project three-week job schedule, Case Status, Submittals Status, and Comments/Concerns. Minutes of the meeting shall be prepared by CQC and shall be attached to the Daily CQC report.

1.12 SCHEDULING OF WORK

Delivery hours for materials through the main gate are 1000-1600. For deliveries that can not come between those hours, contact CPT Stephen Newman at Provost Marshal so he can make arrangements for vehicle inspections and traffic control between 0700-1000hrs.

Construction noise shall be kept to a minimum and shall not create a nuisance to nearby residents after 8:00 pm and before 7:00 am Monday thru Friday or before 9:00 am Saturday and Sunday.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

S A M P L E L E T T E R

Contracting Officer

Date _____

Address (as stated in Notice of Award)

SUBJECT: Warranty Provisions, Contract

GENTLEMEN:

This is to acknowledge our responsibility in connection with the warranty provisions of this contract as set forth in the contract specifications.

The following items, equipment or systems furnished or installed under this contract are hereby warranted against defective design, material and workmanship for a period as indicated:

Warranted Item, Equipment or System	Identification Serial Number, Etc.	Warranty Expires at 11:59 PM Std. Time
_____	_____	_____
_____	_____	_____
_____	_____	_____

Upon receipt of notice from the Government of failure of any part or parts of the warranted item, equipment, or system during the warranty period, the affected part or parts will be replaced promptly with new parts. Such replacement will include furnishing and installing the new part or parts, making all necessary repairs, restoring the item, equipment, or system to the operating condition specified in this contract and making all such tests as are necessary to ensure that there are no remaining defects. Such tests will be performed in the presence of the Representative of the Using Agency indicated below.

We are responsible to _____ for the warranty provisions of this contract. Correspondence regarding the failure of any of the preceding items, equipment or systems covered by the warranty provisions of this contract should be addressed to:

_____	Telephone Number:
_____	_____
_____	_____

Very truly yours,

Signed: _____

Title: _____

Organization: _____

END OF SECTION

SECTION 01180

RADIOACTIVE MATERIALS PROCEDURES

Part 1 GENERAL

1.1 SCOPE

This section covers the use of items containing radioactive substances, such as soil density measuring devices, on military property or installations.

1.2 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

U.S. ARMY REGULATION (AR)

AR 385-11 Ionizing Radiation Protection

1.3 REQUIREMENTS

Use of radioactive material on military property or installations shall conform to the following requirements.

1.3.1 Standards

The Contractor shall comply with AR 385-11

1.3.2 Permit

Department of the Army (DA) radiation permits are required for use, storage, possession, and disposal of radiation sources by non-Army agencies (including civilian contractors), except a DA permit is not required for temporary use or storage (less than 15 consecutive calendar days) if the local commander determines that adequate safety exists. Concurrence of the Installation Commander and Headquarters, Department of the Army is required to obtain a DA permit. The Contractor shall submit six (6) copies of a completed DA Form 3337, through the Contracting Officer, to the Installation Commander, at least 60 days prior to desired start date or date of arrival of the source, whichever is sooner. The Commander will forward copies to the approving authority for appropriate action.

a. Even if Nuclear Regulatory Commission (NRC) license already permits use or storage of radioactive sources at unspecified Army installations, the Contractor still needs a DA permit.

b. Local Commanders may approve temporary use or storage of sealed radioactive sources by users with a proper NRC license, or Agreement State license.

c. In all cases, the Contractor shall restore the property to NRC unrestricted use criteria.

Once the Contractor has received written approval for use of the

radioactive material through the Contracting Officer, the radioactive material may be brought onto the installation. The Contractor shall notify the Installation Commander immediately upon bringing the material onto the installation, and again 3 working days prior to the initial use of the materials.

1.4 COMPLETE NOTIFICATION

The Contractor shall notify the Installation Commander immediately upon completion of use, and when the material is removed from the installation.

1.5 VIOLATIONS

The Contractor will be subject to inspection by the Contracting Officer, the Installation Commander, and Federal and State agencies or their designated representatives at all times when the materials are on the installation. Any violations of the conditions of the approval, or of applicable regulations, will require immediate cessation of work until the cause is corrected, and written approval for re-start of work is received by the Contracting Officer from the Installation Commander. All delays, down time, etc., incurred as a result of such cessation of work shall be at the Contractor's expense.

1.6 ACCIDENTS

Accidents or incidents involving the radioactive material, and any known or potential exposure of Contractor or non-Contractor personnel to radiation, shall be reported immediately to the Installation Commander and the Contracting Officer, and operations suspended until the circumstances have been evaluated by the Installation Commander, and approval for the re-start has been received by the Contracting Officer.

PART 2 PRODUCTS -Not Used

PART 3 EXECUTION -Not Used

END OF SECTION

SECTION 01271

MEASUREMENT, PAYMENT, AND CONTRACT COST BREAKDOWN

PART 1 GENERAL

1.1 MEASUREMENT

1.1.1 Linear Meter (L.M.)

Unless otherwise specified, measurement of items by length will be based on horizontal or vertical measurements, as applicable, taken after the item of work or portion thereof is completed.

1.2 PAYMENT

Payment will be made at the contract unit price. The price for each item shall constitute full compensation for furnishing all labor, equipment, and materials, and performing all operations necessary to construct and complete the work in accordance with the specifications and drawings. Payment shall be considered as full compensation, notwithstanding that minor features of the work to complete the item may not be mentioned. Deviation in the actual quantity, either above or below the estimated quantity shown, shall not be made a basis for a claim for adjustment in the contract unit price, except as otherwise specified in CONTRACT CLAUSES under VARIATION IN ESTIMATED QUANTITY. Work paid for under one item will not be paid for under any other item.

PART 2 PRODUCTS - Not Applicable

PART 3 EXECUTION

3.1 CONTRACT COST BREAKDOWN

The Contractor shall furnish within 30 days after the date of Notice to Proceed, and prior to the submission of its first partial payment estimate, a breakdown of its lump-sum pay item or items which will be reviewed by the Contracting Officer as to propriety of distribution of the total cost to the various accounts. Any unbalanced items as between early and late payment items or other discrepancies will be revised by the Contracting Officer to agree with a reasonable cost of the work included in the various items. This contract cost breakdown will then be utilized as the basis for progress payments to the Contractor.

END OF SECTION

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SECTION 01312

QUALITY CONTROL SYSTEM (QCS)

1.1 GENERAL

The Government will use the Resident Management System for Windows (RMS) to assist in its monitoring and administration of this contract. The Contractor shall use the Government-furnished Construction Contractor Module of RMS, referred to as QCS, to record, maintain, and submit various information throughout the contract period. This joint Government-Contractor use of RMS and QCS will facilitate electronic exchange of information and overall management of the contract. QCS provides the means for the Contractor to input, track, and electronically share information with the Government in the following areas:

- Administration
- Finances
- Quality Control
- Submittal Monitoring
- Scheduling
- Import/Export of Data

1.1.1 Correspondence and Electronic Communications

For ease and speed of communications, both Government and Contractor will, to the maximum extent feasible, exchange correspondence and other documents in electronic format. Correspondence, pay requests and other documents comprising the official contract record shall also be provided in paper format, with signatures and dates where necessary. Paper documents will govern, in the event of discrepancy with the electronic version.

1.1.2 Other Factors

Particular attention is directed to Contract Clause, "Schedules for Construction Contracts", Contract Clause, "Payments", Section 01320, PROJECT SCHEDULE, Section 01330, SUBMITTAL PROCEDURES, and Section 01451, CONTRACTOR QUALITY CONTROL, which have a direct relationship to the reporting to be accomplished through QCS. Also, there is no separate payment for establishing and maintaining the QCS database; all costs associated therewith shall be included in the contract pricing for the work.

1.2 QCS SOFTWARE

QCS is a Windows-based program that can be run on a stand-alone personal computer or on a network. The Government will make available the QCS software to the Contractor after award of the construction contract. Prior to the Pre-Construction Conference, the Contractor shall be responsible to download, install and use the latest version of the QCS software from the Government's RMS Internet Website. Upon specific justification and request by the Contractor, the Government can provide QCS on (3-1/2 inch) high-density diskettes or CD-ROM. Any program updates of QCS will be made available to the Contractor via the Government RMS Website as they become available.

1.3 SYSTEM REQUIREMENTS

The following listed hardware and software is the minimum system configuration that the Contractor shall have to run QCS:

Hardware

- IBM-compatible PC with 200 MHz Pentium or higher processor
- 32+ MB RAM
- 4 GB hard drive disk space for sole use by the QCS system
- 3 1/2 inch high-density floppy drive
- Compact disk (CD) Reader
- Color monitor
- Laser printer compatible with HP LaserJet III or better, with minimum 4 MB installed memory.
- Connection to the Internet, minimum 28 BPS

Software

- MS Windows 95 or newer version operating system (MS Windows NT 4.0 or newer is recommended)
- Word Processing software compatible with MS Word 97 or newer
- Internet browser
- The Contractor's computer system shall be protected by virus protection software that is regularly upgraded with all issued manufacturer's updates throughout the life of the contract.
- Electronic mail (E-mail) compatible with MS Outlook

1.4 RELATED INFORMATION

1.4.1 QCS User Guide

After contract award, the Contractor shall download instructions for the installation and use of QCS from the Government RMS Internet Website; the Contractor can obtain the current address from the Government. In case of justifiable difficulties, the Government will provide the Contractor with a CD-ROM containing these instructions.

1.4.2 Contractor Quality Control(CQC) Training

The use of QCS will be discussed with the Contractor's QC System Manager during the mandatory CQC Training class.

1.5 CONTRACT DATABASE

Prior to the pre-construction conference, the Government shall provide the Contractor with basic contract award data to use for QCS. The Government will provide data updates to the Contractor as needed, generally by files attached to E-mail. These updates will generally consist of submittal reviews, correspondence status, QA comments, and other administrative and QA data.

1.6 DATABASE MAINTENANCE

The Contractor shall establish, maintain, and update data for the contract in the QCS database throughout the duration of the contract. The Contractor shall establish and maintain the QCS database at the Contractor's site office. Data updates to the Government shall be submitted by E-mail with file attachments, e.g., daily reports, schedule updates, payment requests. If permitted by the Contracting Officer, a data diskette or CD-ROM may be used instead of E-mail (see Paragraph DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM). The QCS database typically shall include current data on the following items:

1.6.1 Administration

1.6.1.1 Contractor Information

The database shall contain the Contractor's name, address, telephone numbers, management staff, and other required items. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver Contractor administrative data in electronic format via E-mail.

1.6.1.2 Subcontractor Information

The database shall contain the name, trade, address, phone numbers, and other required information for all subcontractors. A subcontractor must be listed separately for each trade to be performed. Each subcontractor/trade shall be assigned a unique Responsibility Code, provided in QCS. Within 14 calendar days of receipt of QCS software from the Government, the Contractor shall deliver subcontractor administrative data in electronic format via E-mail.

1.6.1.3 Correspondence

All Contractor correspondence to the Government shall be identified with a serial number. Correspondence initiated by the Contractor's site office shall be prefixed with "S". Letters initiated by the Contractor's home (main) office shall be prefixed with "H". Letters shall be numbered starting from 0001. (e.g., H-0001 or S-0001). The Government's letters to the Contractor will be prefixed with "C".

1.6.1.5 Equipment

The Contractor's QCS database shall contain a current list of equipment planned for use or being used on the jobsite, including the most recent and planned equipment inspection dates.

1.6.1.7 Management Reporting

QCS includes a number of reports that Contractor management can use to track the status of the project. The value of these reports is reflective of the quality of the data input, and is maintained in the various sections of QCS. Among these reports are: Progress Payment Request worksheet, QA/QC comments, Submittal Register Status, Three-Phase Inspection checklists.

1.6.2 Finances

1.6.2.1 Pay Activity Data

The QCS database shall include a list of pay activities that the Contractor shall develop in conjunction with the construction schedule. The sum of all pay activities shall be equal to the total contract amount, including modifications. Pay activities shall be grouped by Contract Line Item Number (CLIN), and the sum of the activities shall equal the amount of each CLIN. The total of all CLINs equals the Contract Amount.

1.6.2.2 Payment Requests

All progress payment requests shall be prepared using QCS. The Contractor shall complete the payment request worksheet and include it with the payment request. The work completed under the contract, measured as percent or as specific quantities, shall be updated at least monthly. After the update, the Contractor shall generate a payment request report using QCS. The Contractor shall submit the payment requests with supporting data by E-mail with file attachment(s). If permitted by the Contracting Officer, a data diskette may be used instead of E-mail. A signed paper copy of the approved payment request is also required, which shall govern in the event of discrepancy with the electronic version.

1.6.3 Quality Control (QC)

QCS provides a means to track implementation of the 3-phase QC Control System, prepare daily reports, identify and track deficiencies, document progress of work, and support other contractor QC requirements. The Contractor shall maintain this data on a daily basis. Entered data will automatically output to the QCS generated daily report. The Contractor shall provide the Government a Contractor Quality Control (CQC) Plan within the time required in Section 01451, CONTRACTOR QUALITY CONTROL. Within seven calendar days of Government acceptance, the Contractor shall submit a data diskette or CD-ROM reflecting the information contained in the accepted CQC Plan: schedule, pay activities, features of work, submittal register, QC requirements, and equipment list.

1.6.3.1 Daily Contractor Quality Control (CQC) Reports.

QCS includes the means to produce the Daily CQC Report. The Contractor may use other formats to record basic QC data. However, the Daily CQC Report generated by QCS shall be the Contractor's official report. Data from any supplemental reports by the Contractor shall be summarized and consolidated onto the QCS-generated Daily CQC Report. Daily CQC Reports shall be submitted as required by Section 01451, CONTRACTOR QUALITY CONTROL. Reports shall be submitted electronically to the Government using E-mail or diskette within 24 hours after the date covered by the report. Use of either mode of submittal shall be coordinated with the Government representative. The

Contractor shall also provide the Government a signed, printed copy of the daily CQC report.

1.6.3.2 Deficiency Tracking.

The Contractor shall use QCS to track deficiencies. Deficiencies identified by the Contractor will be numerically tracked using QC punch list items. The Contractor shall maintain a current log of its QC punch list items in the QCS database. The Government will log the deficiencies it has identified using its QA punch list items. The Government's QA punch list items will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of both QC and QA punch list items.

1.6.3.3 Three-Phase Control Meetings

The Contractor shall maintain scheduled and actual dates and times of preparatory and initial control meetings in QCS.

1.6.3.4 Accident/Safety Tracking.

The Government will issue safety comments, directions, or guidance whenever safety deficiencies are observed. The Government's safety comments will be included in its export file to the Contractor. The Contractor shall regularly update the correction status of the safety comments. In addition, the Contractor shall utilize QCS to advise the Government of any accidents occurring on the jobsite. This brief supplemental entry is not to be considered as a substitute for completion of mandatory reports, e.g., ENG Form 3394 and OSHA Form 200.

1.6.3.5 Features of Work

The Contractor shall include a complete list of the features of work in the QCS database. A feature of work may be associated with multiple pay activities. However, each pay activity (see subparagraph "Pay Activity Data" of paragraph "Finances") will only be linked to a single feature of work.

1.6.3.6 QC Requirements

The Contractor shall develop and maintain a complete list of QC testing, transferred and installed property, and user training requirements in QCS. The Contractor shall update all data on these QC requirements as work progresses, and shall promptly provide this information to the Government via QCS.

1.6.4 Submittal Management

The Contractor will provide the initial submittal register, ENG Form 4288, SUBMITTAL REGISTER in electronic format. Thereafter, the Contractor shall maintain a complete list of all submittals, including completion of all data columns. Dates on which submittals are received and returned by the Government will be included in its export file to the Contractor. The Contractor shall use QCS to track and transmit all submittals. ENG Form 4025, submittal transmittal form, and the submittal register update, ENG Form 4288, shall be produced using QCS. RMS will be used to update, store and exchange submittal registers and transmittals, but will not be used for storage of actual submittals.

1.6.5 Schedule

The Contractor shall develop a construction schedule consisting of pay activities, in accordance with Contract Clause "Schedules for Construction Contracts", or Section 01320, PROJECT SCHEDULE, as applicable. This schedule shall be input and maintained in the QCS database either manually or by using the Standard Data Exchange Format (SDEF) (see Section 01320, PROJECT SCHEDULE). The updated schedule data shall be included with each pay request submitted by the Contractor.

1.6.6 Import/Export of Data

QCS includes the ability to export Contractor data to the Government and to import submittal register and other Government-provided data, and schedule data using SDEF.

1.7 IMPLEMENTATION

Contractor use of QCS as described in the preceding paragraphs is mandatory. The Contractor shall ensure that sufficient resources are available to maintain its QCS database, and to provide the Government with regular database updates. QCS shall be an integral part of the Contractor's management of quality control.

1.8 DATA SUBMISSION VIA COMPUTER DISKETTE OR CD-ROM

The Government-preferred method for Contractor's submission of updates, payment requests, correspondence and other data is by E-mail with file attachment(s). For locations where this is not feasible, the Contracting Officer may permit use of computer diskettes or CD-ROM for data transfer. Data on the disks or CDs shall be exported using the QCS built-in export function. If used, diskettes and CD-ROMs will be submitted in accordance with the following:

1.8.1 File Medium

The Contractor shall submit required data on 3-1/2 inch double-sided high-density diskettes formatted to hold 1.44 MB of data, capable of running under Microsoft Windows 95 or newer. Alternatively, CD-ROMs may be used. They shall conform to industry standards used in the United States. All data shall be provided in English.

1.8.2 Disk or CD-ROM Labels

The Contractor shall affix a permanent exterior label to each diskette and CD-ROM submitted. The label shall indicate in English, the QCS file name, full contract number, contract name, project location, data date, name and telephone number of person responsible for the data.

1.8.3 File Names

The Government will provide the file names to be used by the Contractor with the QCS software.

1.9 MONTHLY COORDINATION MEETING

The Contractor shall update the QCS database each workday. At least monthly, the Contractor shall generate and submit an export file to the Government with schedule update and progress payment request. As required in Contract Clause "Payments", at least one week prior to submittal, the Contractor shall meet with the Government representative to review the planned progress payment data submission for errors and omissions. The Contractor shall make all required corrections prior to Government acceptance of the export file and progress payment request. Payment requests accompanied by incomplete or incorrect data submittals will be returned. The Government will not process progress payments until an acceptable QCS export file is received.

1.10 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the requirements of this specification. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification.

END OF SECTION

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SECTION 01320
PROJECT SCHEDULE

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Schedules

- G Preliminary project schedule, two (2) copies.
- G initial project schedule, two (2) copies
 - Activity No. Sort
 - Predecessor/successor listing
 - Cost Schedule
 - Floppy Disk with schedule data in Standard Data Exchange Format (SDEF).
 - Activity Code Dictionary.
- FIO Periodic schedules updates, monthly updates two (2) copies.
 - Floppy Disks with schedule data in Standard Data Exchange Format (SDEF).
 - Narrative
 - Activity No. Sort
 - Cost Schedule
 - Cash Flow Report (S-Curve)

SD-08 Statements

Qualifications; G.

Documentation showing qualifications of personnel preparing schedule reports.

1.2 QUALIFICATIONS

The Contractor shall designate an authorized representative who shall be responsible for the preparation of all required project schedule reports. This person shall have previously created and reviewed computerized schedules. Qualifications of this individual shall be submitted to the Contracting Officer for review with the Preliminary Project Schedule submission.

PART 2 PRODUCTS (Not Applicable)

PART 3 EXECUTION

3.1 GENERAL

Pursuant to the Contract Clause, SCHEDULE FOR CONSTRUCTION CONTRACTS a Project Schedule as described below shall be prepared. The scheduling of construction shall be the responsibility of the Contractor. Contractor management personnel shall actively participate in its development. Subcontractors and suppliers working on the project should also contribute in developing and maintaining an accurate Project Schedule. The approved Project Schedule shall be used to measure the progress of the work, to aid in evaluating time extensions, and to provide the basis of all progress payments.

3.2 BASIS FOR PAYMENT

The schedule shall be the basis for measuring Contractor progress. Lack of an approved schedule or scheduling personnel will result in an inability of the Contracting Officer to evaluate Contractor progress for the purposes of payment. Failure of the Contractor to provide all information, as specified below, shall result in the disapproval of the entire Project Schedule submission and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes. In the case where Project Schedule revisions have been directed by the Contracting Officer and those revisions have not been included in the Project Schedule, then the Contracting Officer may hold retainage up to the maximum allowed by contract, each payment period, until revisions to the Project Schedule have been made.

3.3 PROJECT SCHEDULE

The computer software system utilized by the Contractor to produce the Project Schedule shall be capable of providing all requirements of this specification including the SDEF (Standard Data Exchange Format). Failure of the Contractor to meet the requirements of this specification shall result in the disapproval of the schedule. Manual methods used to produce any required information shall require approval by the Contracting Officer.

3.3.1 Use of the Critical Path Method

The Critical Path Method (CPM) of network calculation shall be used to generate the Project Schedule. The Contractor shall provide the Project Schedule in Precedence Diagram Method (PDM)

3.3.2 Level of Detail Required

With the exception of the initial and preliminary schedule submission, the Project Schedule shall include an appropriate level of detail. Failure to develop or update the Project Schedule or provide data to the Contracting Officer at the appropriate level of detail, as specified by the Contracting Officer, shall result in the disapproval of the schedule. The Contracting Officer will use, but is not limited to, the following conditions to determine the appropriate level of detail to be used in the Project Schedule.

3.3.2.1 Activity Durations

Contractor submissions shall be required to follow the direction of the Contracting Officer regarding reasonable activity durations. Reasonable durations are those that allow the progress of activities to be accurately determined between payment periods. A rule of thumb, that the Contractor should use, is that less than 2 percent of all non-procurement activities' Original Durations shall be greater than 20 days.

3.3.2.2 Procurement Activities

Tasks related to the procurement of long lead materials or equipment shall be included as separate activities in the project schedule. Long lead materials and equipment are those materials that have a procurement cycle of over 90 days. Examples of procurement process activities include, but are not limited to: submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing.

3.3.2.3 Government Activities

Government and other agencies activities that could impact progress shall be shown. These activities include, but are not limited to: approvals, inspections, utility tie-in, Government Furnished Equipment (GFE) and notice to proceed for phasing requirements.

3.3.2.4 Responsibility

All activities shall be identified in the project schedule by the party responsible to perform the work. Responsibility includes, but is not limited to, the subcontracting firm, (at the lowest tier), Contractor work force, or Government agency performing a given task. Activities shall not belong to more than one responsible party. The responsible party for each activity shall be identified by the Responsibility Code.

3.3.2.5 Work Areas

All activities shall be identified in the project schedule by the work area in which the activity occurs. Activities shall not be allowed to cover more than one work area. The work area of each activity shall be identified by the Work Area Code.

3.3.2.6 Modification or Claim Number

Any activity that is added or changed by contract modification or used to justify claimed time shall be identified by a mod or claim code that changed the activity. Activities shall not belong to more than one modification or claim item. The modification or claim number of each activity shall be identified by the Mod or Claim Number. Whenever possible, changes shall be added to the schedule by adding new activities. Existing activities shall not normally be changed to reflect modifications.

3.3.2.7 Bid Item

All activities shall be identified in the project schedule by the Bid Item to which the activity belongs. An activity shall not contain work in more than one bid item. The bid item for each appropriate activity shall be identified by the Bid Item Code.

3.3.2.8 Phase of Work

All activities shall be identified in project schedule by phases of work in which the activity occurs. Activities shall not contain work in more than one phase of work. The project phase of each activity shall be by the unique Phase of Work Code.

3.3.2.9 Category of Work

All Activities shall be identified in the project schedule according to the category of work which best describes the activity. Category of work refers, but is not limited, to the procurement chain of activities including such items as submittals, approvals, procurement, fabrication, delivery, installation, start-up, and testing. The category of work for each activity shall be identified by the Category of Work Code.

3.3.2.10 Feature of Work

All activities shall be identified in the project schedule according to the feature of work to which the activity belongs. Feature of work refers, but is not limited to a work breakdown structure for the project. The feature of work for each activity shall be identified by the Feature of Work Code.

3.3.2.11 Critical Activities

The following activities shall be listed as separate line activities on a Contractor's project schedule:

- Submission and approval of O&M manuals
- Submission and approval of as-built drawings
- Submission and approval of 1354 data and installed equipment lists
- Prefinal inspection
- Correction of punchlist from prefinal inspection
- Final inspection

3.3.3 Scheduled Project Completion

The schedule interval shall extend from notice-to-proceed to the contract completion date.

3.3.3.1 Project Start Date

The schedule shall start no earlier than the date that the Notice to Proceed (NTP) was acknowledged. The Contractor shall include as the first activity in the project schedule an activity called "Start Project". The "Start Project" activity shall have: a "ES" constraint, a constraint date equal to the date that the NTP was acknowledged, and a zero day duration.

3.3.3.2 Constraint of Last Activity

Completion of the last activity in the schedule shall be constrained by the contract completion date. Calculation on project updates shall be such that if the early finish of the last activity falls after the contract completion date, then the float calculation shall reflect a negative float on the critical path. The Contractor shall include as the last activity in the project schedule an activity call "End Project". The "End Project" activity shall have: a "LF" constraint, a constraint date equal to the completion date for the project, and a zero day duration.

3.3.3.3 Early Project Completion

In the event the project schedule shows completion of the project prior to the contract completion date, the Contractor shall identify those activities that have been accelerated and/or those activities that are scheduled in parallel to support the Contractor's "early" completion. Contractor shall specifically address each of the activities noted at every project schedule update period to assist the Contracting Officer to evaluate the Contractor's ability to actually complete prior to the contract period.

3.3.4 Interim Completion Dates

Contractually specified interim completion dates shall also be constrained to show negative float if the early finish date of the last activity in that phase falls after the interim completion date.

3.3.4.1 Start Phase

The Contractor shall include as the first activity for a project phase an activity called "Start Phase X" where "X" refers to the phase of work. "Start Phase X" activity shall have an "ES" constraint date equal to the date on which the NTP was acknowledged, and a zero day duration.

3.3.4.2 End Phase

The Contractor shall include as the last activity in a project phase an activity called "End Phase X" where "X" refers to the phase of work. The "End Phase X" activity shall have an "LF" constraint date equal to the completion date for the project, and a zero day duration.

3.3.4.3 Phase X

The Contractor shall include a hammock type activity for each project phase called "Phase X" where "X" refers to the phase of work. The "Phase X" activity shall be logically tied to the earliest and latest activities in the phase.

3.3.5 Default Progress Data Disallowed

Actual Start and Finish dates shall not be automatically updated by default mechanisms that may be included in CPM scheduling software systems. Actual Start and Finish dates on the CPM schedule shall match those dates provided from Contractor Quality Control Reports. Failure of the Contractor to document the Actual Start and Finish dates on the Daily Quality Control report for every in progress or completed activity and ensure that the data contained on the Daily Quality Control reports is the sole basis for schedule updating shall result in the disapproval of the Contractor's schedule and the inability of the Contracting Officer to evaluate Contractor progress for payment purposes.

3.3.6 Out-of-Sequence Progress

Activities that have posted progress without predecessors being completed (Out-of-Sequence Progress) shall be allowed only by the case-by-case approval of the Contracting Officer. The Contracting Officer may direct that changes in schedule logic be made to correct any or all out-of-sequence work.

3.3.7 Negative Lags

Lag durations contained in the project schedule shall not have a negative value.

3.4 PROJECT SCHEDULE SUBMISSIONS

The Contractor shall provide the submissions as described below. The data disk, reports, and network diagrams required for each submission are contained in paragraph SUBMISSION REQUIREMENTS.

3.4.1 Preliminary Project Schedule Submission

The Preliminary Project Schedule, defining the Contractor's planned operations for the first 60 calendar days shall be submitted for approval within 10 calendar days after Notice to Proceed is acknowledged. The approved preliminary schedule shall be used for payment purposes not to exceed 60 calendar days after Notice to Proceed.

3.4.2 Initial Project Schedule Submission

The Initial Project Schedule shall be submitted for approval within 40 calendar days after Notice to Proceed. The schedule shall provide a reasonable sequence of activities which represent work through the entire project and shall be at a reasonable level of detail.

3.4.3 Periodic Schedule Updates

Based on the result of progress meetings, specified in "Periodic Progress Meetings," the Contractor shall submit periodic schedule updates. These submissions shall enable the Contracting Officer or to assess Contractor's progress. If the Contractor fails or refuses to furnish the information and project schedule data, which in the judgment of the Contracting Officer or authorized representative, is necessary for verifying the contractor's progress, the Contractor shall be deemed not to have provided an estimate upon which progress payment may be made.

3.4.4 Standard Activity Coding Dictionary

The Contractor shall submit, with the Initial Project Schedule, a coding scheme that shall be used throughout the project for all activity codes contained in the schedule. The coding scheme submitted shall list the values for each activity code category and translate those values into project specific designations. For example, a Responsibility Code Value, "ELE", may be identified as "Electrical Subcontractor." Activity code values shall represent the same information throughout the duration of the contract. Once approved with the Initial Project Schedule submission, changes to the activity coding scheme must be approved by the Contracting Officer.

3.5 SUBMISSION REQUIREMENTS

The as noted in paragraph 1.1 items shall be submitted by the Contractor for the preliminary submission, initial submission, and every periodic project schedule update throughout the life of the project:

3.5.1 Data Disks

Two data disks containing the project schedule shall be provided. Data on the disks adhere to the SDEF format specified in ER 1-1-11, Appendix A.

3.5.1.1 File Medium

Required data shall be submitted on CD-R disks, formatted to hold 650 MB of data.

3.5.1.2 Disk Label

A permanent exterior label shall be affixed to each disk submitted. The label shall indicate the type of schedule (Initial, Update, or Change), full contract number, project name, project location, data date, name and telephone number or person responsible for the schedule, and the version used to prepare the C.P.M.

3.5.1.3 File Name

Each file submitted shall have a name related to either the schedule data date, project name, or contract number. The Contractor shall develop a naming convention that will ensure that the names of the files submitted are unique. The Contractor shall submit the file naming convention to the Contracting Officer for approval.

3.5.2 Narrative Report

A Narrative Report shall be provided with each update of the project schedule. This report shall be provided as the basis of the Contractor's progress payment request. The Narrative Report shall include: a description of activities along the critical path, a description of current and anticipated problem areas or delaying factors and their impact, and an explanation of corrective actions taken or required to be taken. The narrative report is expected to relay to the Government, the Contractor's thorough analysis of the schedule output and its plans to compensate for any problems, either current or potential, which are revealed through that analysis.

3.5.3 Approved Changes Verification

Only project schedule changes that have been previously approved by the Contracting Officer shall be included in the schedule submission. The Narrative Report shall specifically reference, on an activity by activity basis, all changes made since the previous period and relate each change to documented, approved schedule changes.

3.5.4 Schedule Reports

The format for each activity for the schedule reports listed below shall contain: Activity Numbers, Activity Description, Original Duration, Remaining Duration, Early Start Date, Early Finish Date, Late Start Date, Late Finish Date, Total Float. Actual Start and Actual Finish Dates shall be printed for those activities in-progress or completed.

3.5.4.1 Activity Report

A list of all activities sorted according to activity number. For completed activities the Actual Start Date shall be used as the secondary sort.

3.5.4.2 Logic Report

A list of Preceding and Succeeding activities for every activity in ascending order by activity number and then sorted according to Early Start Date. For completed activities the Actual Start Date shall be used as the secondary sort. Preceding and succeeding activities shall include all information listed above in paragraph Schedule Reports. A blank line shall be left between each activity grouping.

3.5.4.3 Total Float Report

A list of all activities sorted in ascending order of total float. Activities which have the same amount of total float shall be listed in ascending order of Early Start Dates. Completed activities shall not be shown on this report.

3.5.4.4 Earnings Report

A compilation of the Contractor's Total Earnings on the project from the Notice to Proceed until the most recent Monthly Progress Meeting. This report shall reflect the Earnings of specific activities based on the agreements made in the field and approved between the Contractor and Contracting Officer at the most recent Monthly Progress Meeting. Provided that the Contractor has provided a complete schedule update, this report shall serve as the basis of determining Contractor Payment. Activities shall be grouped by bid item and sorted by activity numbers. This report shall: sum all activities in a bid item and provide a bid item percent; complete and sum all bid items to provide a total project percent complete. The printed report shall contain, for each activity: Activity Number, Activity Description, Original Budgeted Amount, Total Quantity, Quantity to Date, Percent Complete (based on cost), Earnings to Date.

3.5.4.5 Cash Flow Report

A report showing scheduled cost of work-in-place by week (tabular report) and a cash flow curve by week (S-curve plot), both based on early dates.

3.5.5 Network Diagram

The time scaled network diagram shall be required on the initial schedule submission and on quarterly update submissions. The network diagram shall depict and display the order and interdependence of activities and the sequence in which the work is to be accomplished. The Contracting Officer will use, but is not limited to, the following conditions to review compliance with this paragraph:

3.5.5.1 Continuous Flow

Diagrams shall show a continuous flow from left to right with no arrows from right to left. The activity or event number, description, duration, and estimated earned value shall be shown on the diagram.

3.5.5.2 Project Milestone Dates

Dates shall be shown on the diagram for start of project, any contract required interim completion dates, and contract completion dates.

3.5.5.3 Critical Path

The critical path shall be clearly shown.

3.5.5.4 Banding

Activities shall be grouped to assist in the understanding of the activity sequence. Typically, this flow will group activities by category of work, work area and/or responsibility.

3.5.5.5 S-Curves

Earnings curves shall be provided showing projected early and late earnings and earnings to date.

3.6 PERIODIC PROGRESS MEETINGS

Progress meetings to discuss payment shall include a monthly on-site meeting or other regular intervals mutually agreed to at the preconstruction conference. During this meeting the Contractor will describe, on an activity by activity basis, all proposed revisions and adjustments to the project schedule required to reflect the current status of the project. The Contracting Officer will approve activity progress, proposed revisions, and adjustments as appropriate.

3.6.1 Meeting Attendance

The Contractor's Project Manager and Scheduler shall attend the regular progress meeting.

3.6.2 Update Submission Following Progress Meeting

A complete update of the project schedule containing all approved progress, revisions, and adjustments, based on the regular progress meeting, shall be submitted not later than 4 working days after the monthly progress meeting.

3.6.3 Progress Meeting Contents

Update information, including Actual Start Dates, Actual Finish Dates, Remaining Durations, and Cost to Date shall be subject to the approval of the Contracting Officer. The following minimum set of items which the Contractor shall address, on an activity by activity basis, during each progress meeting.

3.6.3.1 Start and Finish Dates

The Actual Start and Actual Finish dates for each activity currently in-progress or completed activities.

3.6.3.2 Time Completion

The estimated Remaining Duration for each activity in-progress. Time-based progress calculations must be based on Remaining Duration for each activity.

3.6.3.3 Cost Completion

The earnings for each activity started. Payment shall be based on earnings for each in-progress or completed activity. Payment for individual activities shall not be made for work that contains quality defects. A portion of the overall project amount may be retained based on delays of activities.

3.6.3.4 Logic Changes

All logic changes pertaining to Notice to Proceed on change orders, change orders to be incorporated into the schedule, contractor proposed changes in work sequence, corrections to schedule logic for out-of-sequence progress, lag durations, and other changes that have been made pursuant to contract provisions shall be specifically identified and discussed.

3.6.3.5 Other Changes

Other changes required due to delays in completion of any activity or group of activities are those delays beyond the Contractors control such as strikes and unusual weather. Also included are delays encountered due to submittals, Government Activities, deliveries or work stoppage which makes re-planning the work necessary, and when the schedule does not represent the actual prosecution and progress of the work.

3.7 REQUESTS FOR TIME EXTENSIONS

In the event the Contractor requests an extension of the contract completion date, he shall furnish such justification, project schedule data and supporting evidence as the Contracting Officer may deem necessary for a determination as to whether or not the Contractor is entitled to an extension of time under the provisions of the contract. Submission of proof of delay, based on revised activity logic, duration, and costs (updated to the specific date that the delay occurred) is obligatory to any approvals.

3.7.1 Justification of Delay

The project schedule must clearly display that the Contractor has used, in full, all the float time available for the work involved with this request. The Contracting Officer's determination as to the number of allowable days of contract extension, shall be based upon the project schedule updates in effect for the time period in question and other factual information. Actual delays that are found to be caused by the Contractor's own actions, which result in the extension of the schedule, shall not be a cause for a time extension to the contract completion date.

3.7.2 Submission Requirements

The Contractor shall submit a justification for each request for a change in the contract completion date of under two weeks based upon the most recent schedule update at the time of the Notice to Proceed or constructive direction issued for the change. Such a request shall be in accordance with the requirements of other appropriate Contract Clauses and shall include, as a minimum:

- a. A list of affected activities, with their associated project schedule activity number.
- b. A brief explanation of the causes of the change.
- c. An analysis of the overall impact of the changes proposed.
- d. A sub-network of the affected area.

Activities impacted in each justification for change shall be identified by a unique activity code contained in the required data file.

3.7.3 Additional Submission Requirements

For any request for time extension for over 2 weeks, the Contracting Officer may request an interim update with revised activities for a specific change request. The Contractor shall provide this disk within 4 days of the Contracting Officer's request.

3.8 DIRECTED CHANGES

If Notice to Proceed (NTP) is issued for changes prior to settlement of price and/or time, the Contractor shall submit proposed schedule revisions to the Contracting Officer within 2 weeks of the NTP being issued. The proposed revisions to the schedule will be approved by the Contracting Officer prior to inclusion of those changes within the project schedule. If the Contractor fails to submit the proposed revisions, the Contracting Officer may furnish the Contractor suggested revisions to the project schedule. The Contractor shall include these revisions in the project schedule until the Contractor submits revisions, and final changes and impacts have been negotiated. If the Contractor has any objections to the revisions furnished by the Contracting Officer, then the Contractor shall advise the Contracting Officer within 2 weeks of receipt of the revisions. Regardless of the objections, the Contractor will continue to update their schedule with the Contracting Officer's revisions until a mutual agreement in the revisions may be made. If the Contractor fails to submit alternative revisions within 2 weeks of receipt of the Contracting Officer's proposed revisions, the Contractor will be deemed to have concurred with the Contracting Officer's proposed revisions. The proposed revisions will then be the basis for an equitable adjustment for performance of the work.

3.9 OWNERSHIP OF FLOAT

Float available in the schedule, at any time, shall not be considered for the exclusive use of either the Government or the Contractor.

3.10 NAS DATA

The Contractor shall provide the Government with the means to electronically transfer all required NAS (Contractor-prepared Network Analysis System) data into the Resident Management System (RMS) program using the Standard Data Exchange Format (SDEF). The Contractor may use network analysis software different from that used by the Contracting Officer in the Resident Office, however, the Contractor shall also furnish the following:

NAS data that complies with the Standard Data Exchange Format (SDEF). This is a standard ASCII format for exchanging scheduling data and is compatible with our resident management system. Many software developers provide the capability to convert and export schedule data to the SDEF at no additional cost. The SDEF specifications are in a separate publication, available from the Internet <http://www.usace.army.mil/search.html> - [Publications](#).

END OF SECTION

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SECTION 01330

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

1.1.1 Government-Furnished Information

Submittal register will be delivered to the contractor, by the Contracting Officer. Register will have the following fields completed, to the extent that will be required by the Government during subsequent usage.

Column (c): Lists specification section in which submittal is required.

Column (d): Lists each submittal description (SD No. and type, e.g. SD-04 Drawings) required in each specification section.

Column (e): Lists one principal paragraph in specification section where a material or product is specified. This listing is only to facilitate locating submitted requirements. Do not consider entries in column (e) as limiting project requirements.

Column (f): Indicate approving authority for each submittal. A "G" indicates approval by contracting officer; a blank indicates approval by QC manager.

1.2 DEFINITIONS

1.2.1 Submittal

Shop drawings, product data, samples, and administrative submittals presented for review and approval. Contract Clauses "FAR 52.236-5, Material and Workmanship," paragraph (b) and "FAR 52.236-21, Specifications and Drawings for Construction," paragraphs (d), (e), and (f) apply to all "submittals."

1.2.2 Types of Submittals

All submittals are classified as indicated in paragraph "Submittal Descriptions (SD)". Submittals also are grouped as follows:

a. Shop drawings: As used in this section, drawings, schedules, diagrams, and other data prepared specifically for this contract, by contractor or through contractor by way of subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate portion of work.

b. Product data: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data, and other data to illustrate portion of work, but not prepared exclusively for this contract.

c. Samples: Physical examples of products, materials, equipment, assemblies, or workmanship that are physically identical to portion of work, illustrating portion of work or establishing standards for evaluating appearance of finished work or both.

d. Administrative submittals: Data presented for reviews and approval to ensure that administrative requirements of project are adequately met but not to ensure directly that work is in accordance with design concept and in compliance with contract documents.

1.3 SUBMITTAL IDENTIFICATION (SD)

Submittals required are identified by SD numbers and titles as follows:

SD-01 Preconstruction Submittals

Certificates of insurance.
Surety bonds.
List of proposed subcontractors.
List of proposed products.
Construction Progress Schedule.
Submittal schedule.
Schedule of values.
Health and safety plan.
Work plan.
Quality control plan.
Environmental protection plan.

SD-02 Shop Drawings

Drawings, diagrams and schedules specifically prepared to illustrate some portion of the work.

Diagrams and instructions from a manufacturer or fabricator for use in producing the product and as aids to the contractor for integrating the product or system into the project.

Drawings prepared by or for the contractor to show how multiple systems and interdisciplinary work will be coordinated.

SD-03 Product Data

Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions and brochures illustrating size, physical appearance and other characteristics of materials or equipment for some portion of the work.

Samples of warranty language when the contract requires extended product warranties.

SD-04 Samples

Physical examples of materials, equipment or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged.

Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project.

Field samples and mock-ups constructed on the project site establish standards by which the ensuring work can be judged. Includes assemblies or portions of assemblies which are to be incorporated into the project and those which will be removed at conclusion of the work.

SD-05 Design Data

Calculations, mix designs, analyses or other data pertaining to a part of work.

SD-06 Test Reports

Report signed by authorized official of testing laboratory that a material, product or system identical to the material, product or system to be provided has been tested in accord with specified requirements. (Testing must have been within three years of date of contract award for the project.)

Report which includes findings of a test required to be performed by the contractor on an actual portion of the work or prototype prepared for the project before shipment to job site.

Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

Investigation reports

Daily checklists

Final acceptance test and operational test procedure

SD-07 Certificates

Statements signed by responsible officials of manufacturer of product, system or material attesting that product, system or material meets specification requirements. Must be dated after award of project contract and clearly name the project.

Document required of Contractor, or of a supplier, installer or subcontractor through Contractor, the purpose of which is to further quality of orderly progression of a portion of the work by documenting procedures, acceptability of methods or personnel qualifications.

Confined space entry permits.

SD-08 Manufacturer's Instructions

Preprinted material describing installation of a product, system or material, including special notices and Material Safety Data sheets concerning impedances, hazards and safety precautions.

SD-09 Manufacturer's Field Reports

Documentation of the testing and verification actions taken by manufacturer's representative to confirm compliance with manufacturer's standards or instructions.

Factory test reports.

SD-10 Operation and Maintenance Data

Data intended to be incorporated in operations and maintenance manuals.

SD-11 Closeout Submittals

Documentation to record compliance with technical or administrative requirements or to establish an administrative mechanism.

As-built drawings.

Special warranties.

Posted operating instructions.

Training plan.

1.3.1 Approving Authority

Person authorized to approve submittal.

1.3.2 Work

As used in this section, on- and off-site construction required by contract documents, including labor necessary to produce construction and materials, products, equipment, and systems incorporated or to be incorporated in such construction.

1.4 SUBMITTALS

Submit the following in accordance with the requirements of this section.

SD-01 Preconstruction Submittals

Submittal register; G

1.5 USE OF SUBMITTAL REGISTER

Prepare and maintain submittal register, as the work progresses. Do not change data which is output in columns (c), (d), (e), and (f) as delivered by government; retain data which is output in columns (a), (g), (h), and (i) as approved.

1.5.1 Submittal Register

Submit submittal register. Submit with quality control plan and project schedule required by Section 01450, "Quality Control." Do not change data in columns (c), (d), (e), and (f) as delivered by the government. Verify that all submittals required for project are listed and add missing submittals. Complete the following on the register:

Column (a) Activity Number: Activity number from the project schedule.

Column (g) Contractor Submit Date: Scheduled date for approving authority to receive submittals.

Column (h) Contractor Approval Date: Date contractor needs approval of submittal.

Column (i) Contractor Material: Date that contractor needs material delivered to contractor control.

1.5.2 Contractor Use of Submittal Register

Update the following data:

Column (b) Transmittal Number: Contractor assigned list of consecutive numbers.

Column (j) Action Code (k): Date of action used to record contractor's review when forwarding submittals to QC.

Column (l) List date of submittal transmission.

Column (q) List date approval received.

1.5.3 Approving Authority Use of Submittal Register

Update the following data:

Column (b).

Column (l) List date of submittal receipt.

Column (m) through (p).

Column (q) List date returned to contractor.

1.5.4 Contractor Action Code and Action Code

Entries used will be as follows (others may be prescribed by Transmittal Form):

NR - Not Received

AN - Approved as noted

A - Approved

RR - Disapproved, Revise, and Resubmit

1.5.5 Copies Delivered to the Government

Deliver one copy of submitted register updated by contractor to government with each invoice request.

1.6 PROCEDURES FOR SUBMITTALS

1.6.1 Reviewing, Certifying, Approving Authority

QC organization shall be responsible for reviewing and certifying that submittals are in compliance with contract requirements. Approving authority on submittals is QC manager unless otherwise specified for specific submittal. At each "Submittal" paragraph in individual specification sections, a notation "G," following a submittal item, indicates contracting officer is approving authority for that submittal item.

1.6.2 Constraints

- a. Submittals listed or specified in this contract shall conform to provisions of this section, unless explicitly stated otherwise.
- b. Submittals shall be complete for each definable feature of work; components of definable feature interrelated as a system shall be submitted at same time.
- c. When acceptability of a submittal is dependent on conditions, items, or materials included in separate subsequent submittals, submittal will be returned without review.
- d. Approval of a separate material, product, or component does not imply approval of assembly in which item functions.

1.6.3 Scheduling

- a. Coordinate scheduling, sequencing, preparing and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow for potential requirements to resubmit.
- b. Except as specified otherwise, allow review period, beginning with receipt by approving authority, that includes at least 15 working days for submittals for QC manager approval and 20 working days for submittals for contracting officer approval. Period of review for submittals with contracting officer approval begins when Government receives submittal from QC organization. Period of review for each resubmittal is the same as for initial submittal.
- c. For submittals requiring review by fire protection engineer, allow review period, beginning when government receives submittal from QC organization, of 30 working days for return of submittal to the contractor. Period of review for each resubmittal is the same as for initial submittal.

1.6.4 Variations

Variations from contract requirements require Government approval pursuant to contract Clause entitled "FAR 52.236-21, Specifications and Drawings for Construction" and will be considered where advantageous to government.

1.6.4.1 Considering Variations

Discussion with contracting officer prior to submission, will help ensure functional and quality requirements are met and minimize rejections and resubmittals. When contemplating a variation which results in lower cost, consider submission of the variation as a Value Engineering Change Proposal (VECP).

1.6.4.2 Proposing Variations

When proposing variation, deliver written request to the contracting officer, with documentation of the nature and features of the variation and why the variation is desirable and beneficial to government. If lower cost is a benefit, also include an estimate of the cost saving. In addition to

documentation required for variation, include the submittals required for the item. Clearly mark the proposed variation in all documentation.

1.6.4.3 Warranting That Variations Are Compatible

When delivering a variation for approval, contractor warrants that this contract has been reviewed to establish that the variation, if incorporated, will be compatible with other elements of work.

1.6.4.4 Review Schedule Is Modified

In addition to normal submittal review period, a period of 10 working days will be allowed for consideration by the Government of submittals with variations.

1.6.5 Contractor's Responsibilities

a. Determine and verify field measurements, materials, field construction criteria; review each submittal; and check and coordinate each submittal with requirements of the work and contract documents.

b. Transmit submittals to QC organization in accordance with schedule on approved Submittal Register, and to prevent delays in the work, delays to government, or delays to separate contractors.

c. Advise contracting officer of variation, as required by paragraph entitled "Variations."

d. Correct and resubmit submittal as directed by approving authority. When resubmitting disapproved transmittals or transmittals noted for resubmittal, the contractor shall provide copy of that previously submitted transmittal including all reviewer comments for use by approving authority. Direct specific attention in writing or on resubmitted submittal, to revisions not requested by approving authority on previous submissions.

e. Furnish additional copies of submittal when requested by contracting officer, to a limit of 20 copies per submittal.

f. Complete work which must be accomplished as basis of a submittal in time to allow submittal to occur as scheduled.

g. Ensure no work has begun until submittals for that work have been returned as "approved," or "approved as noted", except to the extent that a portion of work must be accomplished as basis of submittal.

1.6.6 QC Organization Responsibilities

a. Note date on which submittal was received from contractor on each submittal.

b. Review each submittal; and check and coordinate each submittal with requirements of work and contract documents.

c. Review submittals for conformance with project design concepts and compliance with contract documents.

d. Act on submittals, determining appropriate action based on QC organization's review of submittal.

(1) When QC manager is approving authority, take appropriate action on submittal from the possible actions defined in paragraph entitled, "Actions Possible."

(2) When contracting officer is approving authority or when variation has been proposed, forward submittal to Government with certifying statement or return submittal marked "not reviewed" or "revise and resubmit" as appropriate. The QC organization's review of submittal determines appropriate action.

e. Ensure that material is clearly legible.

f. Stamp each sheet of each submittal with QC certifying statement or approving statement, except that data submitted in bound volume or on one sheet printed on two sides may be stamped on the front of the first sheet only.

(1) When approving authority is contracting officer, QC organization will certify submittals forwarded to contracting officer with the following certifying statement:

"I hereby certify that the (equipment) (material) (article) shown and marked in this submittal is that proposed to be incorporated with contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is submitted for Government approval.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Certified by QC manager _____, Date _____"
(Signature)

(2) When approving authority is QC manager, QC manager will use the following approval statement when returning submittals to contractor as "Approved" or "Approved as Noted."

"I hereby certify that the (material) (equipment) (article) shown and marked in this submittal and proposed to be incorporated with contract Number _____, is in compliance with the contract drawings and specification, can be installed in the allocated spaces, and is _____ approved for use.

Certified by Submittal Reviewer _____, Date _____
(Signature when applicable)

Approved by QC manager _____, Date _____"
(Signature)

g. Sign certifying statement or approval statement. The person signing certifying statements shall be QC organization member designated in the approved QC plan. The signatures shall be in original ink. Stamped signatures are not acceptable.

h. Update submittal register as submittal actions occur and maintain the submittal register at project site until final acceptance of all work by contracting officer.

i. Retain a copy of approved submittals at project site, including contractor's copy of approved samples.

1.6.7 Government's Responsibilities

When approving authority is contracting Officer, the Government will:

a. Note date on which submittal was received from QC manager, on each submittal for which the contracting officer is approving authority.

b. Review submittals for approval within scheduling period specified and only for conformance with project design concepts and compliance with contract documents.

c. Identify returned submittals with one of the actions defined in paragraph entitled "Actions Possible" and with markings appropriate for action indicated.

1.6.8 Actions Possible

Submittals will be returned with one of the following notations:

a. Submittals marked "not reviewed" will indicate submittal has been previously reviewed and approved, is not required, does not have evidence of being reviewed and approved by contractor, or is not complete. A submittal marked "not reviewed" will be returned with an explanation of the reason it is not reviewed. Resubmit submittals returned for lack of review by contractor or for being incomplete, with appropriate action, coordination, or change.

b. Submittals marked "approved" "approved as submitted" authorize contractor to proceed with work covered.

c. Submittals marked "approved as noted" or "approval except as noted; resubmission not required" authorize contractor to proceed with work as noted provided contractor takes no exception to the notations.

d. Submittals marked "revise and resubmit" or "disapproved" indicate submittal is incomplete or does not comply with design concept or requirements of the contract documents and shall be resubmitted with appropriate changes. No work shall proceed for this item until resubmittal is approved.

1.7 FORMAT OF SUBMITTALS

1.7.1 Transmittal Form

Transmit each submittal, except sample installations and sample panels, to office of approving authority. Transmit submittals with transmittal form prescribed by contracting officer and standard for project. The transmittal form shall identify contractor, indicate date of submittal, and include information prescribed by transmittal form and required in paragraph entitled

"Identifying Submittals." Process transmittal forms to record actions regarding sample panels and sample installations.

1.7.2 Identifying Submittals

Identify submittals, except sample panel and sample installation, with the following information permanently adhered to or noted on each separate component of each submittal and noted on transmittal form. Mark each copy of each submittal identically, with the following:

- a. Project title and location.
- b. Construction contract number.
- c. Section number of the specification section by which submittal is required.
- d. Submittal description (SD) number of each component of submittal.
- e. When a resubmission, add alphabetic suffix on submittal description, for example, SD-10A, to indicate resubmission.
- f. Name, address, and telephone number of subcontractor, supplier, manufacturer and any other second tier contractor associated with submittal.
- g. Product identification and location in project.

1.7.3 Format for Product Data

- a. Present product data submittals for each section as a complete, bound volume. Include table of contents, listing page and catalog item numbers for product data.
- b. Indicate, by prominent notation, each product which is being submitted; indicate specification section number and paragraph number to which it pertains.
- c. Supplement product data with material prepared for project to satisfy submittal requirements for which product data does not exist. Identify this material as developed specifically for project.
- d. Provide product data in metric dimensions. Where product data are included in preprinted catalogues with inch-pound units only, submit metric dimensions on separate sheet.

1.7.4 Format for Shop Drawings

- a. Shop drawings shall not be less than A4 (297 by 210 mm) 8 1/2 by 11 inches nor more than A0 (1189 by 841 mm) 30 by 42 inches.
- b. Present A4 (297 by 210 mm) 8 1/2 by 11 inches sized shop drawings as part of the bound volume for submittals required by section. Present larger drawings in sets.
- c. Include on each drawing the drawing title, number, date, and revision numbers and dates, in addition to information required in paragraph entitled "Identifying Submittals."

d. Dimension drawings, except diagrams and schematic drawings; prepare drawings demonstrating interface with other trades to scale. Shop drawing dimensions shall be the same unit of measure as indicated on the contract drawings. Identify materials and products for work shown.

1.7.5 Format of Samples

a. Furnish samples in sizes below, unless otherwise specified or unless the manufacturer has prepackaged samples of approximately same size as specified:

(1) Sample of Equipment or Device: Full size.

(2) Sample of Materials Less Than 50 by 75 mm 2 by 3 inches:
Built up to A4 (297 by 210 mm) 8 1/2 by 11 inches.

(3) Sample of Materials Exceeding A4 (297 by 210 mm) 8 1/2 by 11 inches: Cut down to A4 (297 by 210 mm) 8 1/2 by 11 inches and adequate to indicate color, texture, and material variations.

(4) Sample of Linear Devices or Materials: 250 mm 10 inch length or length to be supplied, if less than 250 mm 10 inches. Examples of linear devices or materials are conduit and handrails.

(5) Sample of Non-Solid Materials: 750 ml Pint. Examples of non-solid materials are sand and paint.

(6) Color Selection Samples: 50 by 100 mm 2 by 4 inches.

(7) Sample Panel: 1200 by 1200 mm 4 by 4 feet.

(8) Sample Installation: 10 square meters 100 square feet.

b. Samples Showing Range of Variation: Where variations are unavoidable due to nature of the materials, submit sets of samples of not less than three units showing extremes and middle of range.

c. Reusable Samples: Incorporate returned samples into work only if so specified or indicated. Incorporated samples shall be in undamaged condition at time of use.

d. Recording of Sample Installation: Note and preserve the notation of area constituting sample installation but remove notation at final clean up of project.

e. When color, texture or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

1.7.6 Format of Administrative Submittals

a. When submittal includes a document which is to be used in project or become part of project record, other than as a submittal, do not apply contractor's approval stamp to document, but to a separate sheet accompanying document.

b. Operation and Maintenance Manual Data: Submit in accordance with Section 01781N, "Operation and Maintenance Data." Include components required in that section and the various technical sections.

c. Provide all dimensions in administrative submittals in metric. Where data are included in preprinted material with inch-pound units only, submit metric dimensions on separate sheet.

1.8 QUANTITY OF SUBMITTALS

1.8.1 Number of Copies of Product Data

a. Submit six copies of submittals of product data requiring review and approval only by QC organization and seven copies of product data requiring review and approval by contracting officer. Submit three copies of submittals of product data for operation and maintenance manuals.

1.8.2 Number of Copies of Shop Drawings

Submit shop drawings in compliance with quantity requirements specified for product data.

1.8.3 Number of Samples

a. Submit two samples, or two sets of samples showing range of variation, of each required item. One approved sample or set of samples will be retained by approving authority and one will be returned to contractor.

b. Submit one sample panel. Include components listed in technical section or as directed.

c. Submit one sample installation, where directed.

d. Submit one sample of non-solid materials.

1.8.4 Number of Copies of Administrative Submittals

a. Unless otherwise specified, submit administrative submittals compliance with quantity requirements specified for product data.

b. Submit administrative submittals required under "SD-10 Operation and Maintenance Data" to conform to Section 01781N, "Operation and Maintenance Data."

1.9 SUBMITTAL CLASSIFICATION

Submittals are classified as follows:

1.9.1 Government Approved

Government approval is required for extensions of design, critical materials, deviations, equipment whose compatibility with the entire system must be checked, and other items as designated by the Contracting Officer. Within the terms of the Contract Clause entitled "Specifications and Drawings for Construction," they are considered to be "shop drawings."

1.9.2 Information Only

All submittals not requiring Government approval will be for information only. They are not considered to be "shop drawings" within the terms of the Contract Clause referred to above.

1.10 APPROVED SUBMITTALS

The Contracting Officer's approval of submittals shall not be construed as a complete check, but will indicate only that the general method of construction, materials, detailing and other information are satisfactory. Approval will not relieve the Contractor of the responsibility for any error which may exist, as the Contractor under the Contractor Quality Control (CQC) requirements of this contract is responsible for dimensions, the design of adequate connections and details, and the satisfactory construction of all work. After submittals have been approved by the Contracting Officer, no resubmittal for the purpose of substituting materials or equipment will be considered unless accompanied by an explanation of why a substitution is necessary.

1.11 DISAPPROVED SUBMITTALS

The Contractor shall make all corrections required by the Contracting Officer and promptly furnish a corrected submittal in the form and number of copies specified for the initial submittal. If the Contractor considers any correction indicated on the submittals to constitute a change to the contract, a notice in accordance with the Contract Clause "Changes" shall be given promptly to the Contracting Officer.

1.12 WITHHOLDING OF PAYMENT

Payment for materials incorporated in the work will not be made if required approvals have not been obtained.

1.13 GENERAL

The Contractor shall make submittals as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work covered in the respective sections. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) System Manager and each item shall be stamped, signed, and dated by the CQC System Manager indicating action taken. Proposed deviations from the contract requirements shall be clearly identified. Submittals shall include items such as: Contractor's, manufacturer's, or fabricator's drawings; descriptive literature including (but not limited to) catalog cuts, diagrams, operating charts or curves; test reports; test cylinders; samples; O&M manuals (including parts list); certifications; warranties; and other such required submittals. Submittals requiring Government approval shall be scheduled and made prior to the acquisition of the material or equipment covered thereby. Samples remaining upon completion of the work shall be picked up and disposed of in accordance with manufacturer's Material Safety Data Sheets (MSDS) and in compliance with existing laws and regulations.

1.14 SUBMITTAL REGISTER

At the end of this section is a submittal register showing items of equipment and materials for which submittals are required by the specifications; this list may not be all inclusive and additional submittals may be required. The Contractor shall maintain a submittal register for the project in accordance with Section 01312 QUALITY CONTROL SYSTEM (QCS).

1.15 SCHEDULING

Submittals covering component items forming a system or items that are interrelated shall be scheduled to be coordinated and submitted concurrently. Certifications to be submitted with the pertinent drawings shall be so scheduled. Adequate time (a minimum of 14 calendar days exclusive of mailing time) shall be allowed and shown on the register for review and approval. No delay damages or time extensions will be allowed for time lost in late submittals.

1.16 TRANSMITTAL FORM (ENG FORM 4025)

The sample transmittal form (ENG Form 4025) attached to this section shall be used for submitting both Government approved and information only submittals in accordance with the instructions on the reverse side of the form. These forms will be furnished to the Contractor. This form shall be properly completed by filling out all the heading blank spaces and identifying each item submitted. Special care shall be exercised to ensure proper listing of the specification paragraph and/or sheet number of the contract drawings pertinent to the data submitted for each item.

1.17 DEVIATIONS

For submittals which include proposed deviations requested by the Contractor, the column "variation" of ENG Form 4025 shall be checked. The Contractor shall set forth in writing the reason for any deviations and annotate such deviations on the submittal. The Government reserves the right to rescind inadvertent approval of submittals containing unnoted deviations.

1.18 CONTROL OF SUBMITTALS

The Contractor shall carefully control his procurement operations to ensure that each individual submittal is made on or before the Contractor scheduled submittal date shown on the approved "Submittal Register."

1.19 GOVERNMENT APPROVED SUBMITTALS

Upon completion of review of submittals requiring Government approval, the submittals will be identified as having received approval by being so stamped and dated. Three (3) copies of the submittal will be retained by the Contracting Officer and remaining copies of the submittal will be returned to the Contractor.

1.20 INFORMATION ONLY SUBMITTALS

Normally submittals for information only will not be returned. Approval of the Contracting Officer is not required on information only submittals. The Government reserves the right to require the Contractor to resubmit any item found not to comply with the contract. This does not relieve the Contractor

from the obligation to furnish material conforming to the plans and specifications; will not prevent the Contracting Officer from requiring removal and replacement of nonconforming material incorporated in the work; and does not relieve the Contractor of the requirement to furnish samples for testing by the Government laboratory or for check testing by the Government in those instances where the technical specifications so prescribe.

1.21 STAMPS

Stamps used by the Contractor on the submittal data to certify that the submittal meets contract requirements shall be similar to the following:

CONTRACTOR	
(Firm Name)	
_____ Approved	
_____ Approved with corrections as noted on submittal data and/or attached sheets(s).	
SIGNATURE: _____	
TITLE: _____	
DATE: _____	

PART 2 PRODUCTS AND PART 3 EXECUTION (Not used)

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SUBMITTAL REGISTER																				CONTRACT NUMBER				
(ER 415-1-10)																								
TITLE AND LOCATION															CONTRACTOR					SPECIFICATION SECTION				
Installation Boundary Fencing, Ft. Richardson, Ak.																								
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	
			SECTION 01000																					
		1.2.4a	Initial submittal	X	X									X										
		1.2.4c	Pre-Final submittal	X	X									X										
		1.2.4e	Final submittal	X	X									X										
			SECTION 01012																					
		2.1.2	Documents, Sketches		X									X										
		2.2.1d	Final Geotechnical Report						X					X										
		2.4.1	Design Analysis (DA)						X				X											
		2.5	100% Design Submittal	X	X				X					X										
			SECTION 01270																					
		1.3	Progress Payment Invoice						X					X										
			SECTION 01312																					
		1.6	Data Updates	X										X										
		1.6.3	Data Diskette or CD Rom	X										X										
		1.6.3.1	Daily CQC Report						X					X										
		1.6.3.1	Signed cy. Of Daily CQC Report	X										X										
			SECTION 01015																					
		1.5	Utility outage request						X					X										
			SECTION 01180																					
		1.3.2	Permit DA Form 3337	X										X										

SUBMITTAL REGISTER																							CONTRACT NUMBER		
(ER 415-1-10)																									
TITLE AND LOCATION													CONTRACTOR										SPECIFICATION SECTION		
Installation Boundary Fencing, Ft. Richardson, Ak.																									
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION			CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	DATE	
			SECTION 01312																						
		1.6	Data updates	X										X											
		1.6.3	CQC Plan	X										X											
		1.6.3.1	CQC Report						X					X											
			SECTION 01501																						
		1.3.3	Temp. Power Connections		X									X											
		1.12/1.14.1	Traffic Control Plan						X						X										
			SECTION 01320																						
		1.1/3.4.1	Preliminary Project Schedule				X							X											
		1.1/3.4.2	Initial Project Schedule				X							X											
		1.1/3.4.3	Periodic Schedule Updates				X							X											
		1.1	Qualifications					X						X											
		3.5.1	Data disks	X										X											
		3.5.2	Narrative Report						X					X											
			SECTION 01330																						
		1.4	Submittal Register					X						X											

SUBMITTAL REGISTER																				CONTRACT NUMBER				
(ER 415-1-10)																								
TITLE AND LOCATION															CONTRACTOR					SPECIFICATION SECTION				
Installation Boundary Fencing, Ft. Richardson, Ak.																								
TRANS MITTAL NO	ITEM NO	SPECIFICATION PARAGRAPH NUMBER	DESCRIPTION OF ITEM SUBMITTED	TYPE OF SUBMITTAL										CLASSI FICATION		CONTRACTOR SCHEDULE DATES			CONTRACTOR ACTION			GOVERNMENT ACTION		REMARKS
				DATA	DRAWINGS	INSTRUCTIONS	SCHEDULES	STATEMENTS	REPORTS	CERTIFICATES	SAMPLES	RECORDS	OPERATION AND MAINTENANCE	INFORMATION ONLY	GOVERNMENT APPROVED	REVIEWER	SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	CODE	DATE	SUBMIT TO GOVERNMENT	CODE	
			SECTION 01356																					
		1.3	Storm Water Pollution P. P.	X										X										
		1.3	Notice of Intent	X										X										
		1.3	Description of Project	X										X										
		1.3/1.5.4	Notice of Termination	X										X										
		1.3	Certificate or Affidavit								X			X										
		2.1.3	Fabric and factory seams cert.								X			X										
			SECTION 01451																					
		3.2	CQC Plan					X						X										
			SECTION 01500																					
		1.1.1	Site Plan		X									X										
			SECTION 01780																					
		1.1	As-Built Drawings		X									X										
		1.1/1.3.1	Warranty Management Plan		X									X										
		1.2.1.4d	Electronic Files	X										X										
		1.3.4	Contractor's response						X					X										
		1.4	O&M Manuals										X	X										

SECTION 01356

STORM WATER POLLUTION PREVENTION MEASURES

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 4439	(2000) Standard Terminology for Geosynthetics
ASTM D 4491	(1999) Water permeability of Geotextiles by Permittivity
ASTM D 4533	(1991; R 1996) Trapezoid Tearing Strength of Geotextiles
ASTM D 4632	(1991; R 1996)) Grab Breaking Load and Elongation of Geotextiles
ASTM D 4751	(1999) Determining Apparent Opening Size of a Geotextile
ASTM D 4873	(1997) Identification, Storage, and Handling of Geosynthetic Rolls I

STATE OF ALASKA ADMINISTRATIVE CODE (AAC)

18 AAC 72 Wastewater Treatment and Disposal

1.2 GENERAL

The Contractor shall implement the storm water pollution prevention measures specified in this section in a manner which will meet the requirements of SECTION 01411 ENVIRONMENTAL PROTECTION, and the requirements of the National Pollution Discharge Elimination System (NPDES) permit attached to this Section.

1.3 SUBMITTALS

Government approval is required for all submittals with a "G" designation; submittals having an "FIO" designation are for information only. The following shall be submitted in accordance with SECTION 01330 SUBMITTAL PROCEDURES:

SD-01 Data

Storm Water Pollution Prevention Plan (SWPPP); G
Notice of Intent for Storm Water Discharge (NOI); G.
Description of the Project; G
Notice of Termination of Coverage; G.

SD-13 Certificates

Mill Certificate or Affidavit; FIO.

1.4 EROSION AND SEDIMENT CONTROLS

The controls and measures required by the Contractor are described below.

1.4.1 Stabilization Practices

The stabilization practices to be implemented shall include temporary seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, erosion control mats, protection of trees, preservation of mature vegetation, etc. On the daily CQC Report, the Contractor shall record the dates when the major grading activities occur, (e.g., clearing and grubbing, excavation, embankment, and grading); when construction activities temporarily or permanently cease on a portion of the site; and when stabilization practices are initiated. Except as provided in paragraphs Unsuitable Conditions and No Activity for Less Than 21 Days, stabilization practices shall be initiated as soon as practicable, but no more than 14 days, on any portion of the site where construction activities have permanently ceased.

4.1.1 Unsuitable Conditions

Where the initiation of stabilization measures by the fourteenth day after construction activity permanently ceases is precluded by unsuitable conditions caused by the weather, stabilization practices shall be initiated as soon as practicable after conditions become suitable.

1.4.1.2 No Activity for Less Than 21 Days

Where construction activity will resume on a portion of the site within 21 days from when activities ceased (e.g., the total time period that construction activity is temporarily ceased is less than 21 days), then stabilization practices do not have to be initiated on that portion of the site by the fourteenth day after construction activity temporarily ceased.

4.2 Structural Practices

Structural practices shall be implemented to divert flow from exposed soils, temporarily store flows, or otherwise limit runoff and the discharge of pollutants from exposed areas of the site. Structural practices shall be implemented in a timely manner during the construction process to minimize erosion and sediment runoff. Structural practices shall include the following devices:

1.4.2.1 Silt Fences

Structural practices shall include The Contractor shall provide silt fences as a temporary structural practice to minimize erosion and sediment runoff. Silt fences shall be properly installed to effectively retain sediment immediately after completing each phase of work where erosion would occur in the form of sheet and rill erosion (e.g., clearing and grubbing, excavation, embankment, and grading). Final removal of silt fence barriers shall be upon approval by the Contracting Officer.

1.4.2.2 Straw Bales

The Contractor shall provide bales of straw as a temporary structural practice to minimize erosion and sediment runoff. Bale shall be properly placed to effectively retain sediment immediately after completing each phase of work (e.g., clearing and grubbing, excavation, embankment, and grading) in each independent runoff area (e.g., after clearing and grubbing in a area between a ridge and drain, bales shall be placed as work progresses; bales shall be removed/replaced/relocated a needed for work to progress in the drainage area). Areas where straw bale are to be used are shown on the drawings. Final removal of straw bale barriers shall be upon approval by the Contracting Officer. Rows of bales of straw shall be provided as follows:

- a. Along the downhill perimeter edge of all areas disturbed
- b. Along the top of the slope or top bank of drainage ditches, channels, swales, etc., that traverse disturbed areas.
- c. Along the toe of all cut slopes and fill slopes of the construction areas.
- d. Perpendicular to the flow in the bottom of existing drainage ditches, channels, swales, etc., that traverse disturbed areas or carry runoff from disturbed areas. Rows shall be spaced maximum of 200 meters apart.
- e. Perpendicular to the flow in the bottom of new drainage ditches, channels, and swales. Rows shall be spaced a maximum of 200 m apart.
- f. At the entrance to culverts that receive runoff from disturbed areas.

1.4.2.3 Diversion Dikes

Diversion dikes shall have a maximum channel slope of 2 percent and shall be adequately compacted to prevent failure. The minim height measured from the top of the dike to the bottom of the channel s all be 0.5 m. The minimum base width shall be 1.8 m and the minimum top width shall be 0.6 m. The Contractor shall ensure that the diversion dikes are not damaged by construction operations or traffic.

1.5 NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)

1.5.1 Storm Water Pollution Prevention Plan

Storm water shall be managed in a manner conforming to the existing Ft. Richardson Srorm Water Pollution Prevention Plan. The Contractor shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in accordance with the Environmental Protection Agency's NPDES General Permits for Storm Water Discharges from Construction Activities published in the Federal Register Tuesday, February 17, 1998, pages 7901-8014. The Contractor is also responsible for compliance with any updates and changes to this permit. The Contracting Officer will retain authority assigned therein to the State. The SWPPP shall be submitted to the Contracting Officer for review and approval as part of the Environmental Protection Plan specified in SECTION 01411 ENVIRONMENTAL PROTECTION.

1.5.2 Notice of Intent (NOI)

The Contractor shall complete EPA Form 3510-9, Notice of Intent for Storm Water Discharges Associated with Construction Activity under a NPDES General Permit and EPA Form 3510-7, Notice of Termination (NOT) of Coverage under a NPDES General Permit for Storm Water Discharges Associated with Industrial Activity, in accordance with the aforementioned manual. Copies of the forms are attached hereto and made a part of these specifications. Sections II and III have been completed in advance by the Government for this project. The Contractor shall complete Sections I IV and V and submit the form, along with the SWPPP, a one page description of the project, a copy of the Civil Drawings, and prepaid mailing envelopes for the whole package to the Contracting Officer for review.

1.5.3 Filing

Upon receipt of satisfactory submittal from the Contractor, the Resident Engineer will promptly complete a separate 3510-9, for the Government, and forward both the Contractor-prepared and Resident Engineer-prepared forms to the NPDES Program Director. In accordance with applicable requirements, no onsite work shall be performed until two days after the documents have been post marked, notwithstanding any other provisions of the contract. The Government will forward copies of both Form 3510-9 'f' along with the SWPPP, the one-page project description, and civil drawings to the Alaska Department of Environmental Conservation (ADEC) in accordance with State of Alaska regulations. The Contractor shall pay all fees required for review in accordance with 18 AAC 72.

1.5.4 Notice of Termination (NOT)

Upon completion of work at the project site, the Contractor shall prepare EPA Form 3510-7, Notice of Termination of Coverage Under the NPDES General Permit for Storm Water Discharges Associated with Industrial Activity, in accordance with the regulations stated on the form. A copy of the form is attached hereto and made a part of these specifications. The completed form and prepaid mailing envelopes shall be submitted to the Contracting Officer within 10 days after the earliest date that final site conditions meet filing requirements. The Resident Engineer will promptly complete a separate 3510-7, for the Government. The Government will forward both forms to the NPDES Program Director.

PART 2 PRODUCTS

2.1 COMPONENTS FOR SILT FENCES

2.1.1 Filter Fabric

The geotextile shall comply with the requirements of ASTM D 4439, and shall consist of polymeric filaments, which are formed into a stable network such that filaments retain their relative positions. The filament shall consist of a long-chain synthetic polymer composed of at least 5 percent by weight of ester, propylene, or amide, and shall contain stabilizers and/or inhibitors added to the base plastic to make the filaments resistant to deterioration due to ultraviolet and heat exposure. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life at a temperature

range of -18 to 49 degrees C. The filter fabric shall meet the following requirements:

FILTER FABRIC FOR SILT SCREEN FENCE
PHYSICAL PROPERTY TEST PROCEDURE STRENGTH REQUIREMENT
Grab Tensile ASTM D 4632 445 N min.
Elongation (%) 30% max.
Trapezoid Tear ASTM D 4533 245 N min.
Permittivity ASTM D 4491 0.2 Sec -1
AOS (U.S Std Sieve) ASTM D 4751 20-100

2.1.2 Silt Fence Stakes and Posts

STRENGTH REQUIREMENT

The Contractor may use either wooden stakes or steel posts for fence construction. Wooden stakes utilized for silt fence construction shall have a minimum cross section of 50 mm by 50 mm when oak is used and 100 mm by 100 mm when pine is used, and shall have a minimum length of 1.5 m. Steel posts (standard "U" or "T" section) utilized for silt fence construction shall have a minimum mass of 1.98 kg per 1 meter and a minimum length of 1.5 m.

2.1.3 Mill Certificate or Affidavit

A mill certificate or affidavit shall be provided attesting that the fabric and factory seams meet chemical, physical, and manufacturing requirements specified above. The mill certificate or affidavit shall specify the actual Minimum Average Roll Values and shall identify the fabric supplied by roll identification numbers. The Contractor shall submit a mill certificate or affidavit signed by a legally authorized official from the company manufacturing the filter fabric.

2.1.4 Identification Storage and Handling

Filter fabric shall be identified, stored and handled in accordance with ASTM D 4873

2.2 COMPONENTS FOR STRAW BALES

The straw in the bales shall be stalks from oats, wheat, rye, barley, rice, or from grasses such as byhalia, bermuda, etc., furnished in air dry condition. The bales shall have a standard cross section of 350 mm by 450 mm. All bales shall be either wire-bound or string-tied. The Contractor may use either wooden stakes or steel posts to secure the straw bales to the ground. Wooden stakes utilized for this purpose shall have a minimum dimensions of 50 mm by 50 mm in cross section and shall have a minimum length of 1 m. Steel posts (standard "u" or "T" section) utilized for securing straw bales shall have a minimum mass of 1.98 kg per linear meter and a minimum length of 1 m.

PART 3. EXECUTION

3.1 INSTALLATION OF SILT FENCES

Silt fences shall extend a minimum of 400 mm above the ground surface and shall not exceed 860 mm above the ground surface. Filter fabric shall be

from a continuous roll cut to the length of the barrier to avoid the use of joints. When joints are unavoidable, filter fabric shall be spliced together at a support post, with a minimum 150 mm overlap, and securely sealed. A trench shall be excavated approximately 100 mm wide and 100 ~ deep on the upslope side of the location of the silt fence. The 100 100 mm trench shall be backfilled and the soil compacted over the filter fabric. Silt fences shall be removed upon approval by the Contracting Officer.

3.2 INSTALLATION OF STRAW BALES

Straw bales shall be placed in a single row, lengthwise on the contour, with ends of adjacent bales tightly abutting one another. Straw bales shall be installed so that bindings are oriented around the sides rather than along the tops and bottoms of the bales in order to prevent deterioration of the bindings. The barrier shall be entrenched and backfilled. A trench shall be excavated the width of the bale and the length of the proposed barrier to a minimum depth of 100 mm. After the bales are staked and chinked (gaps filled by wedging with straw), the excavated soil shall be backfilled against the barrier. Backfill soil shall conform to the ground level on the downhill side and shall be built up to 100 mm against the uphill side of the barrier. Loose straw shall be scattered over the area immediately uphill from a straw bale barrier to increase barrier efficiency. Each bale shall be securely anchored by at least two stakes driven through the bale. The first stake or steel post in each bale shall be driven toward the previously laid bale to force the bales together. Stakes or steel pickets shall be driven a minimum 450 mm deep into the ground to securely anchor the bales.

3.3 MAINTENANCE

The Contractor shall maintain the temporary and permanent vegetation, erosion and sediment control measures, and other protective measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness, by restoration of destroyed vegetative cover, and by repair of erosion and sediment control measures and other protective measures. The following procedure shall be followed to maintain the protective measures.

3.3.1 Silt Fence Maintenance

Silt fences shall be inspected in accordance with paragraph INSPECTIONS. Any required repairs shall be made promptly. Close attention shall be paid to the repair of damaged silt fence resulting from end runs and undercutting. Should the fabric on a silt fence decompose or become ineffective, and the barrier is still necessary, the fabric shall be replaced promptly. Sediment deposits shall be removed when deposits reach one-third of the height of the barrier. When a silt fence is no longer required, it shall be removed. The immediate area occupied by the fence and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

3.3.2 Straw Bale Maintenance

Straw bale barriers shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged bales, end runs and undercutting beneath bales. Necessary repairs to barriers or

replacement of bales shall be accomplished promptly. Sediment deposits shall be removed when deposits reach one-half of the height of the barrier. Bale rows used to retain sediment shall be turned uphill at each end of each row. When a straw bale barrier is no longer required, it shall be removed. The immediate area occupied by the bales and any sediment deposits shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

3.3.3. Diversion Dike Maintenance

Diversion dikes shall be inspected in accordance with paragraph INSPECTIONS. Close attention shall be paid to the repair of damaged diversion dikes and necessary repairs shall be accomplished promptly. When diversion dikes are no longer required, they shall be shaped to an acceptable grade. The areas disturbed by this shaping shall be seeded.

3.4. INSPECTIONS

3.4.1. General

The Contractor shall inspect disturbed areas of the construction site, areas used for storage of materials that are exposed to precipitation that have not been finally stabilized, stabilization practices, structural practices, other controls, and area where vehicles exit the site at least once every seven (7) calendar days and within 24 hours of the end of any storm that produces 13 mm or more rainfall at the site. Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

3.4.2. Inspections Details

Disturbed areas and areas used for material storage that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the Storm Water Pollution Prevention Plan shall be observed to ensure that they are operating correctly. Discharge locations or points shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters. Locations where vehicles exit the site shall be inspected for evidence of offsite sediment tracking.

3.4.3. Inspection Reports

For each inspection conducted, the Contractor shall prepare a report summarizing the scope of the inspection, name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the Storm Water Pollution Prevention Plan, maintenance performed, and actions taken. The report shall be furnished to the Contracting Officer within 24 hours of the inspection as a part of the Contractor's daily CQC REPORT. A copy of the inspection report shall be maintained on the job site.

3.5. ATTACHMENTS

EPA Form 3510-9
EPA Form 3510-7

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NPDES
FORM



United States Environmental Protection Agency
Washington, DC 20460

**Notice of Intent (NOI) for Storm Water Discharges Associated with
CONSTRUCTION ACTIVITY Under a NPDES General Permit**

Submission of this Notice of Intent constitutes notice that the party identified in Section I of this form intends to be authorized by a NPDES permit issued for storm water discharges associated with construction activity in the State/Indian Country Land identified in Section II of this form. Submission of this Notice of Intent also constitutes notice that the party identified in Section I of this form meets the eligibility requirements in Part I.B. of the general permit (including those related to protection of endangered species determined through the procedures in Addendum A of the general permit), understands that continued authorization to discharge is contingent on maintaining permit eligibility, and that implementation of the Storm Water Pollution Prevention Plan required under Part IV of the general permit will begin at the time the permittee commences work on the construction project identified in Section II below. IN ORDER TO OBTAIN AUTHORIZATION, ALL INFORMATION REQUESTED MUST BE INCLUDED ON THIS FORM. SEE INSTRUCTIONS ON BACK OF FORM.

I. Owner/Operator (Applicant) Information

Name: _____ Phone: _____
Address: _____ Status of Owner/Operator: ☐
City: _____ State: _____ Zip Code: _____

II. Project/Site Information

Project Name: _____
Project Address/Location: _____
City: _____ State: _____ Zip Code: _____
Latitude: _____ Longitude: _____ County: _____

Is the facility located on Indian
Country Lands?

Yes ☐ No ☐

Has the Storm Water Pollution Prevention Plan (SWPPP) been prepared? Yes ☐ No ☐

Optional: Address of location of SWPPP for viewing ☐ Address in Section I above ☐ Address in Section II above ☐ Other address (if known) below:

SWPPP Address: _____ Phone: _____
City: _____ State: _____ Zip Code: _____

Name of Receiving Water: _____

Month Day Year

Month Day Year

Estimated Construction Start Date

Estimated Completion Date

Estimate of area to be disturbed (to nearest acre): _____

Estimate of Likelihood of Discharge (choose only one):

1. ☐ Unlikely 3. ☐ Once per week 5. ☐ Continual
2. ☐ Once per month 4. ☐ Once per day

Based on instruction provided in Addendum A of the permit, are there any listed endangered or threatened species, or designated critical habitat in the project area?

Yes ☐ No ☐

I have satisfied permit eligibility with regard to protection of endangered species through the indicated section of Part I.B.3.e.(2) of the permit (check one or more boxes):

(a) ☐ (b) ☐ (c) ☐ (d) ☐

III. Certification

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Print Name: _____ Date: _____

Signature: _____

**Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity to be Covered Under a NPDES Permit****Who Must File a Notice of Intent Form**

Under the provisions of the Clean Water Act, as amended, (33 U.S.C. 1251 et seq.; the Act), except as provided by Part I.B.3 the permit, Federal law prohibits discharges of pollutants in storm water from construction activities without a National Pollutant Discharge Elimination System Permit. Operator(s) of construction sites where 5 or more acres are disturbed, smaller sites that are part of a larger common plan of development or sale where there is a cumulative disturbance of at least 5 acres, or any site designated by the Director, must submit an NOI to obtain coverage under an NPDES Storm Water Construction General Permit. If you have questions about whether you need a permit under the NPDES Storm Water program, or if you need information as to whether a particular program is administered by EPA or a State agency, write to or telephone the Notice of Intent Processing Center at (866) 352-7755.

Where to File NOI FormNOIs sent regular mail:

Storm Water Notice of Intent (4203M)
USEPA
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

NOIs sent overnight/express:

Storm Water Notice of Intent
US EPA East Building, Rm. 7329
1201 Constitution Avenue, NW
Washington, D.C. 20004

Storm Water Pollution Prevention Plans (SWPPPs) should not be sent in with the NOI -- they should remain on-site. For overnight/express delivery of NOIs, add the phone number (202) 564-9537.

When to File

This form must be filed at least 48 hours before construction begins.

Completing the Form

OBTAIN AND READ A COPY OF THE APPROPRIATE EPA STORM WATER CONSTRUCTION GENERAL PERMIT FOR YOUR AREA. To complete this form, type or print, using uppercase letters, in the appropriate areas only. Please place each character between the marks (abbreviate if necessary to stay within the number of characters allowed for each item). Use one space for breaks between words, but not for punctuation marks unless they are needed to clarify your response. If you have any questions on this form, call the Notice of Intent Processing Center at (866) 352-7755.

Section I. Facility Owner/Operator (Applicant) Information

Provide the legal name, mailing address, and telephone number of the person, firm, public organization, or any other entity that meet either of the following two criteria: (1) they have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or (2) they have the day-to-day operational control of those activities at the project necessary to ensure compliance with SWPPP requirements or other permit conditions. Each person that meets either of these criteria must file this form. Do not use a colloquial name. Correspondence for the permit will be sent to this address.

Enter the appropriate letter to indicate the legal status of the owner/operator of the project: F = Federal; S = State; M = Public (other than federal or state); P = Private.

Section II. Project/Site Information

Enter the official or legal name and complete street address, including city, county, state, zip code, and phone number of the project or site. If it lacks a street address, indicate with a general statement the location of the site (e.g., Intersection of State Highways 61 and 34). Complete site information must be provided for permit coverage to be granted.

The applicant must also provide the latitude and longitude of the facility in degrees, minutes, and seconds to the nearest 15 seconds. The latitude and longitude of your facility can be located on USGS quadrangle maps. Quadrangle maps can be obtained by calling 1-800 USA MAPS. Longitude and latitude may also be obtained at the Census Bureau Internet site: <http://www.census.gov/cgi-bin/gazetteer>.

Latitude and longitude for a facility in decimal form must be converted to degrees, minutes and seconds for proper entry on the NOI form. To convert decimal latitude or longitude to degrees, minutes, and seconds, follow the steps in the following example.

Convert decimal latitude 45.1234567 to degrees, minutes, and seconds.

- 1) The numbers to the left of the decimal point are degrees.
- 2) To obtain minutes, multiply the first four numbers to the right of the decimal point by 0.006. $1234 \times .006 = 7.404$.
- 3) The numbers to the left of the decimal point in the result obtained in step 2 are the minutes: 7'.
- 4) To obtain seconds, multiply the remaining three numbers to the right of the decimal from the result in step 2 by 0.06: $404 \times 0.06 = 24.24$. Since the numbers to the right of the decimal point are not used, the result is 24".
- 5) The conversion for $45.1234 = 45^\circ 7' 24"$.

Indicate whether the project is on Indian Country Lands.

Indicate if the Storm Water Pollution Prevention Plan (SWPPP) has been developed. Refer to Part IV of the general permit for information on SWPPPs. To be eligible for coverage, a SWPPP must have been prepared.

Optional: Provide the address and phone number where the SWPPP can be viewed if different from addresses previously given. Check appropriate box.

Enter the name of the closest water body which receives the project's construction storm water discharge.

Enter the estimated construction start and completion dates using four digits for the year (i.e. 05/27/1998).

Enter the estimated area to be disturbed including but not limited to: grubbing, excavation, grading, and utilities and infrastructure installation. Indicate to the nearest acre; if less than 1 acre, enter "1." Note: 1 acre = 43,560 sq. ft.

Indicate your best estimate of the likelihood of storm water discharges from the project. EPA recognizes that actual discharges may differ from this estimate due to unforeseen or chance circumstances.

Indicate if there are any listed endangered or threatened species, or designated critical habitat in the project area.

Indicate which Part of the permit that the applicant is eligible with regard to protection of endangered or threatened species, or designated critical habitat.

Section III. Certification

Federal Statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner of the proprietor, or

For a municipality, state, federal, or other public facility: by either a principal executive or ranking elected official. An unsigned or undated NOI form will not be granted permit coverage.

Paperwork Reduction Act Notice

Public reporting burden for this application is estimated to average 3.7 hours. This estimate includes time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number. Send comments regarding the burden estimate, any other aspect of the collection of information, or suggestions for improving this form, including any suggestions which may increase or reduce this burden to: Director, OPPE Regulatory Information Division (2137), U.S. Environmental Protection Agency, 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB control number on any correspondence. Do not send the completed form to this address.

THIS FORM REPLACES PREVIOUS FORM 3510-7 (8-92)

Form Approved. OMB No. 2040-0086

Please See Instructions Before Completing This Form

Approval expires: 8-31-98

NPDES
FORMUnited States Environmental Protection Agency
Washington, DC 20460Notice of Termination (NOT) of Coverage Under a NPDES General Permit for
Storm Water Discharges Associated with Industrial Activity

Submission of this Notice of Termination constitutes notice that the party identified in Section II of this form is no longer authorized to discharge storm water associated with industrial activity under the NPDES program. ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.

I. Permit Information

NPDES Storm Water
General Permit Number: _____Check Here If You are No Longer
the Operator of the Facility: ☐Check Here if the Storm Water
Discharge is Being Terminated: ☐

II. Facility Operator Information

Name: _____ Phone: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

III. Facility/Site Location Information

Name: _____

Address: _____

City: _____ State: _____ ZIP Code: _____

Latitude: _____ Longitude: _____ Quarter: _____ Section: _____ Township: _____ Range: _____

IV. Certification: I certify under penalty of law that all storm water discharges associated with industrial activity from the identified facility that are authorized by a NPDES general permit have been eliminated or that I am no longer the operator of the facility or construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with industrial activity under this general permit, and that discharging pollutants in storm water associated with industrial activity to waters of the United States is unlawful under the Clean Water Act where the discharge is not authorized by a NPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Clean Water Act.

Print Name: _____ Date: _____

Signature: _____

Instructions for Completing Notice of Termination (NOT) Form

Who May File a Notice of Termination (NOT) Form

Permittees who are presently covered under an EPA-issued National Pollutant Discharge Elimination System (NPDES) General Permit (including the 1995 Multi-Sector Permit) for Storm Water Discharges Associated with Industrial Activity may submit a Notice of Termination (NOT) form when their facilities no longer have any storm water discharges associated with industrial activity as defined in the storm water regulations at 40 CFR 122.26(b)(14), or when they are no longer the operator of the facilities.

For construction activities, elimination of all storm water discharges associated with industrial activity occurs when disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with industrial activity from the construction site that are authorized by a NPDES general permit have otherwise been eliminated. Final stabilization means that all soil-disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Where to File NOT Form

NOTs sent regular mail:
Stormwater Notice of Termination (4203M)-
USEPA
1200 Pennsylvania Avenue, NW
Washington, D.C. 20460

NOTs sent overnight/express:
Stormwater Notice of Termination
US EPA East building, Rm. 7420
1201 Constitution Avenue, NW
Washington, D.C. 20004
(202) 564-9545

Completing the Form

Type or print, using upper-case letters, in the appropriate areas only. Please place each character between the marks. Abbreviate if necessary to stay within the number of characters allowed for each item. Use only one space for breaks between words, but not for punctuation marks unless they are needed to clarify your response. If you have any questions about this form, telephone or write the Notice of Intent Processing Center at (866) 352-7755

Instructions - EPA Form 3510-7
Notice of Termination (NOT) of Coverage Under The NPDES General Permit
for Storm Water Discharges Associated With Industrial Activity

Section I Permit Information

Enter the existing NPDES Storm Water General Permit number assigned to the facility or site identified in Section III. If you do not know the permit number, telephone or write your EPA Regional storm water contact person.

Indicate your reason for submitting this Notice of Termination by checking the appropriate box:

If there has been a change of operator and you are no longer the operator of the facility or site identified in Section III, check the corresponding box.

If all storm water discharges at the facility or site identified in Section III have been terminated, check the corresponding box.

Section II Facility Operator Information

Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same name as the facility. The operator of the facility is the legal entity which controls the facility's operation, rather than the plant or site manager. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Section III Facility/Site Location Information

Enter the facility's or site's official or legal name and complete address, including city, state and ZIP code. If the facility lacks a street address, indicate the state, the latitude and longitude of the facility to the nearest 15 seconds, or the quarter, section, township, and range (to the nearest quarter section) of the approximate center of the site.

Section IV Certification

Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production, or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding \$25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, State, Federal, or other public facility: by either a principal executive officer or ranking elected official.

Paperwork Reduction Act Notice

Public reporting burden for this application is estimated to average 0.5 hours per application, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate, any other aspect of the collection of information, or suggestions for improving this form, including any suggestions which may increase or reduce this burden to: Chief, Information Policy Branch, 2136, U.S. Environmental Protection Agency, 401 M Street, SW, Washington, DC 20460, or Director, Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

SECTION 01411

ENVIRONMENT PROTECTION

PART 1 GENERAL

1.1 SCOPE

This section covers protection of environmental resources exposed to potential effects from construction activities.

1.2 APPLICABLE REGULATIONS

In order to prevent, and provide for abatement and control of, environmental pollution arising from the construction activities of the Contractor or its subcontractors in the performance of the work, they shall comply with applicable Federal, State, and local laws and regulations concerning environmental pollution control and abatement, as well as applicable provisions of the Safety and Health Requirements Manual referenced in paragraph ACCIDENT PREVENTION of SECTION 00700 CONTRACT CLAUSES.

1.3 LAND RESOURCES

1.3.1 General

For the purposes of this section, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and recreational purposes. Land resources within the project boundaries and outside the limits of the work shall be preserved in their undisturbed condition or be restored to a condition after completion of construction that will appear natural and not detract from the appearance of the area. Insofar as possible, the Contractor shall confine its construction activities to areas defined by the plans or specifications. The following requirements are in addition to those specified in paragraph PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS; OPERATIONS AND STORAGE AREAS; and paragraph CLEANING UP, of SECTION 00700 CONTRACT CLAUSES.

1.3.2 Protection of Landscape

The Contractor shall not deface, injure, or destroy trees, shrubs, or other landscaping, or remove or cut same without permission from the Contracting Officer. The Contractor shall minimize impacts to the existing landscape in selecting sites for field offices and storage areas.

1.4 AIR POLLUTION

The Contractor shall maintain excavations, embankments, stockpiles, haul roads, permanent and temporary access roads, and all other work areas within or outside the project boundaries free from dust which would cause a hazard or nuisance. Sprinkling or similar methods shall be employed to control dust. If sprinkling is used, the Contractor shall retain sufficient, suitable equipment at the site and repeat applications at such intervals as to keep all parts of the disturbed area damp at all times. Dust control

shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs. No separate or direct payment will be made for dust control and the cost thereof shall be considered incidental to and included in the contract price.

1.5 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately take corrective action. Such notice, when delivered to the Contractor or its authorized representative at the site of the work, shall be deemed sufficient for the purpose. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop order shall be made the subject of a claim of extension of time or for excess costs or damages by the Contractor.

1.6 SUBCONTRACTORS

Compliance with the provisions of this section by subcontractors will be the responsibility of the prime Contractor.

1.7 IMPLEMENTATION

Prior to commencement of work, the Contractor shall:

a. Submit in writing its proposals for implementing this section for environmental pollution control.

b. Meet with representatives of the Contracting Officer to develop mutual understandings relative to compliance with this provision and administration of the environmental pollution control program.

1.8 MAINTENANCE OF POLLUTION CONTROL FACILITIES

The Contractor shall maintain facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. During construction, the Contractor shall conduct frequent training courses for its maintenance personnel, covering methods of detecting pollution, familiarity with pollution standards, and installation and care of vegetation covers, plants and other facilities to prevent and correct pollution.

1.9 ENVIRONMENTAL ASSESSMENT

The project Environmental Assessment contains required/recommended mitigation procedures. The point of contact for the project Environmental Assessment is William Quirk (907) 384-3010.

1.10 HAZARDOUS MATERIALS

The Contractor shall monitor all work for the inadvertent discovery of hazardous, toxic, and or radiological wastes, substances, and contaminated areas. If such a substance, location, or site is discovered during the course of installation of the fencing, work at that location shall cease

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Installation Boundary Fencing, Ft. Richardson, AK.

immediately, and the Contractor shall notify the Contracting Officer Representative of the discovery. The COR shall be responsible for coordination of resources, including the Contractor, to address the discovered substance and or site.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01415

METRIC MEASUREMENTS

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM E 380 (1993) Practice for Use of the International System of Units (SI)

ASTM E 621 (1994; R 1999el) Practice for Use of Metric (SI) Units in Building Design and Construction

1.2 GENERAL

This project includes metric units of measurements. The metric units used are the International System of Units (SI) developed and maintained by the General Conference on Weights and Measures (CGPM); the name International System of Units and the international abbreviation SI were adopted by the 11th CGPM in 1960. A number of circumstances require that both metric SI units and English inch-pound (I-P) units be included in a section of the specifications. When both metric and I-P measurements are included, the section may contain measurements for products that are manufactured to I-P dimensions and then expressed in mathematically converted metric value (soft metric) or, it may contain measurements for products that are manufactured to an industry recognized rounded metric (hard metric) dimensions but are allowed to be substituted by I-P products to comply with the law. Dual measurements are also included to indicate industry and/or Government standards, test values or other controlling factors, such as the code requirements where I-P values are needed for clarity or to trace back to the referenced standards, test values or codes.

1.3 USE OF MEASUREMENTS

Measurements shall be either in SI or I-P units as indicated, except for soft metric measurements or as otherwise authorized. When only SI or I-P measurements are specified for a product, the product shall be procured in the specified units (SI or I-P) unless otherwise authorized by the Contracting Officer. The Contractor shall be responsible for all associated labor and materials when authorized to substitute one system of units for another and for the final assembly and performance of the specified work and/or products.

1.3.1 Hard Metric

A hard metric measurement is indicated by an SI value with no expressed correlation to an I-P value. Hard metric measurements are often used for field data such as distance from one point to another or distance above the floor. Products are considered to be hard metric when they are manufactured to metric dimensions or have an industry recognized metric designation.

1.3.2 Soft Metric

a. A soft metric measurement is indicated by an SI value which is a mathematical conversion of the I-P value shown in parentheses (e.g. 38.1 mm (1-1/2 inches)). Soft metric measurements are used for measurements pertaining to products, test values, and other situations where the I-P units are the standard for manufacture, verification, or other controlling factor. The I-P value shall govern while the metric measurement is provided for information.

b. A soft metric measurement is also indicated for products that are manufactured in industry designated metric dimensions but are required by law to allow substitute I-P products. These measurements are indicated by a manufacturing hard metric product dimension followed by the substitute I-P equivalent value in parentheses (e.g., 190 x 190 x 390 mm (7-5/8 x 7-5/8 x 15-5/8 inches)).

1.3.3 Neutral

A neutral measurement is indicated by an identifier which has no expressed relation to either an SI or an I-P value (e.g., American Wire Gage (AWG) which indicates thickness but in itself is neither SI nor I-P).

1.4 COORDINATION

Discrepancies, such as mismatches or product unavailability, arising from use of both metric and non-metric measurements and discrepancies between the measurements in the specifications and the measurements in the drawings shall be brought to the attention of the Contracting Officer for resolution.

1.5 RELATIONSHIP TO SUBMITTALS

Submittals for Government approval or for information only shall cover the SI or I-P products actually being furnished for the project. The Contractor shall submit the required drawings and calculations in the same units used in the contract documents describing the product or requirement unless otherwise instructed or approved. The Contractor shall use ASTM E 380 and ASTM E 621 as the basis for establishing metric measurements required to be used in submittals.

END OF SECTION

SECTION 01451

CONTRACTOR QUALITY CONTROL

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM D 3740	(2001) Minimum Requirements for Agencies Engaged in the Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction
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ASTM E 329	(2000b) Agencies Engaged in the Testing and/or Inspection
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1.2 PAYMENT

Separate payment will not be made for providing and maintaining an effective Quality Control program, and all costs associated therewith shall be included in the applicable unit prices or lump-sum prices contained in the Proposal Schedule.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 GENERAL REQUIREMENTS

The Contractor is responsible for quality control and shall establish and maintain an effective quality control system in compliance with the Contract Clause titled "Inspection of Construction." The quality control system shall consist of plans, procedures, and organization necessary to produce an end product which complies with the contract requirements. The system shall cover all design and construction operations, both onsite and offsite, and shall be keyed to the proposed design and construction sequence. The site project superintendent will be held responsible for the quality of work on the job and is subject to removal by the Contracting Officer for non-compliance with the quality requirements specified in the contract. The site project superintendent in this context shall be the highest-level manager responsible for the overall construction activities at the site, including quality and production. The site project superintendent shall maintain a physical presence at the site at all times, except as otherwise acceptable to the Contracting Officer, and shall be responsible for all construction and construction related activities at the site.

3.2 QUALITY CONTROL PLAN

The Contractor shall furnish for review by the Government, not later than 30 days after receipt of notice to proceed, the Contractor Quality Control (CQC)

Plan proposed to implement the requirements of the Contract Clause titled "Inspection of Construction." The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. The Government will consider an interim plan for the first 30 days of operation. Construction will be permitted to begin only after acceptance of the CQC Plan or acceptance of an interim plan applicable to the particular feature of work to be started. Work outside of the features of work included in an accepted interim plan will not be permitted to begin until acceptance of a CQC Plan or another interim plan containing the additional features of work to be started.

3.2.1 Content of the CQC Plan

The CQC Plan shall include, as a minimum, the following to cover all design and construction operations, both onsite and offsite, including work by subcontractors, fabricators, suppliers, and purchasing agents:

a. A description of the quality control organization, including a chart showing lines of authority and acknowledgment that the CQC staff shall implement the three phase control system for all aspects of the work specified. The staff shall include a CQC System Manager who shall report to the project superintendent.

b. The name, qualifications (in resume format), duties, responsibilities, and authorities of each person assigned a CQC function.

c. A copy of the letter to the CQC System Manager signed by an authorized official of the firm which describes the responsibilities and delegates sufficient authorities to adequately perform the functions of the CQC System Manager, including authority to stop work which is not in compliance with the contract. The CQC System Manager shall issue letters of direction to all other various quality control representatives outlining duties, authorities, and responsibilities. Copies of these letters shall also be furnished to the Government.

d. Procedures for scheduling, reviewing, certifying, and managing submittals, including those of subcontractors, offsite fabricators, suppliers, and purchasing agents. These procedures shall be in accordance with SECTION 01330 SUBMITTAL PROCEDURES.

e. Control, verification, and acceptance testing procedures for each specific test to include the test name, specification paragraph requiring test, feature of work to be tested, test frequency, and person responsible for each test. Laboratory facilities will be approved by the Contracting Officer.

f. Procedures for tracking preparatory, initial, and follow-up control phases and control, verification, and acceptance tests including documentation.

g. Procedures for tracking construction deficiencies from identification through acceptable corrective action. These procedures shall establish verification that identified deficiencies have been corrected.

h. Reporting procedures, including proposed reporting formats.

i. A list of the definable features of work. A definable feature of work is a task which is separate and distinct from other tasks, has separate control requirements, and may be identified by different trades or disciplines, or it may be work by the same trade in a different environment. Although each section of the specifications may generally be considered as a definable feature of work, there are frequently more than one definable features under a particular section. This list will be agreed upon during the coordination meeting.

3.2.2 Acceptance of Plan

Acceptance of the Contractor's plan is required prior to the start of construction. Acceptance is conditional and will be predicated on satisfactory performance during the construction. The Government reserves the right to require the Contractor to make changes in his CQC Plan and operations including removal of personnel, as necessary, to obtain the quality specified.

3.2.3 Notification of Changes

After acceptance of the CQC Plan, the Contractor shall notify the Contracting Officer in writing of any proposed change. Proposed changes are subject to acceptance by the Contracting Officer.

3.3 COORDINATION MEETING

After the Preconstruction Conference, before start of construction, and prior to acceptance by the Government of the CQC Plan, the Contractor shall meet with the Contracting Officer or Authorized Representative and discuss the Contractor's quality control system. The CQC Plan shall be submitted for review a minimum of 30 calendar days prior to the Coordination Meeting. During the meeting, a mutual understanding of the system details shall be developed, including the forms for recording the CQC operations, control activities, testing, administration of the system for both onsite and offsite work, and the interrelationship of Contractor's Management and control with the Government's Quality Assurance. Minutes of the meeting shall be prepared by the Government and signed by both the Contractor and the Contracting Officer. The minutes shall become a part of the contract file. There may be occasions when subsequent conferences will be called by either party to reconfirm mutual understandings and/or address deficiencies in the CQC system or procedures which may require corrective action by the Contractor.

3.4 QUALITY CONTROL ORGANIZATION

3.4.1 Personnel Requirements

The requirements for the CQC organization are a CQC System Manager and sufficient number of additional qualified personnel to ensure safety and contract compliance. The Safety and Health Manager shall receive direction and authority from the CQC System Manager and shall serve as a member of the CQC staff. The name and qualifications of the nominated safety person (s) shall be furnished to the Contracting Officer for acceptability and a functional description of duties shall be provided prior to the pre-construction conference. Personnel identified in the technical provisions as requiring specialized skills to assure the required work is being performed properly will also be included as part of the CQC organization. The Contractor's CQC staff shall maintain a presence at the site at all times

during progress of the work and have complete authority and responsibility to take any action necessary to ensure contract compliance. The CQC staff shall be subject to acceptance by the Contracting Officer. The Contractor shall provide adequate office space, filing systems and other resources as necessary to maintain an effective and fully functional CQC organization. Complete records of all letters, material submittals, show drawing submittals, schedules and all other project documentation shall be promptly furnished to the CQC organization by the Contractor. The CQC organization shall be responsible to maintain these documents and records at the site at all times, except as otherwise acceptable to the Contracting Officer.

3.4.2 CQC System Manager

The Contractor shall identify as CQC System Manager an individual within the onsite work organization who shall be responsible for overall management of CQC and have the authority to act in all CQC matters for the Contractor. The CQC System Manager shall be a construction person with a minimum of 5 years in related work. This CQC System Manager shall be on the site at all times during construction and shall be employed by the prime Contractor. The CQC System Manager shall be assigned as System Manager but may have duties as project superintendent in addition to quality control. An alternate for the CQC System Manager shall be identified in the plan to serve in the event of the System Manager's absence. The requirements for the alternate shall be the same as for the designated CQC System Manager.

3.4.3 CQC Personnel

In addition to CQC personnel specified elsewhere in the contract, the Contractor shall provide as part of the CQC organization specialized personnel to assist the CQC System Manager for the following areas: soils. These individuals may be employees of the prime or subcontractor; be responsible to the CQC System Manager; be physically present at the construction site during work on their areas of responsibility; have the necessary education and/or experience in accordance with the experience matrix listed herein. These individuals may perform other duties but must be allowed sufficient time to perform their assigned quality control duties as described in the Quality Control Plan.

Experience Matrix:

	<u>Area</u>	<u>Qualifications</u>
a.	Soils	Materials Technician with 2 yrs experience for the appropriate area

3.4.4 Additional Requirement

In addition to the above experience and/or education requirements the CQC System Manager shall have completed the course entitled "Construction Quality Management For Contractors". This course is periodically offered at the Associated General Contractors of Alaska office in Anchorage and Fairbanks.

3.4.5 Organizational Changes

The Contractor shall maintain the CQC staff at full strength at all times. When it is necessary to make changes to the CQC staff, the Contractor shall

revise the CQC Plan to reflect the changes and submit the changes to the Contracting Officer for acceptance.

3.5 SUBMITTALS AND DELIVERABLES

Submittals, if needed, shall be made as specified in SECTION 01330 SUBMITTAL PROCEDURES. The CQC organization shall be responsible for certifying that all submittals and deliverables are in compliance with the contract requirements.

3.6 CONTROL

Contractor Quality Control is the means by which the Contractor ensures that the construction, to include that of subcontractors and suppliers, complies with the requirements of the contract. At least three phases of control shall be conducted by the CQC System Manager for each definable feature of work as follows:

3.6.1 Preparatory Phase

This phase shall be performed prior to beginning work on each definable feature of work, after all required plans/documents/materials are approved/accepted, and after copies are at the work site. This phase shall include:

- a. A review of each paragraph of applicable specifications, reference codes, and standards. A copy of those sections of referenced codes and standards applicable to that portion of the work to be accomplished in the field shall be made available by the Contractor at the preparatory inspection. These copies shall be maintained in the field and available for use by Government personnel until final acceptance of the work.
- b. A review of the contract drawings.
- c. A check to assure that all materials and/or equipment have been tested, submitted, and approved.
- d. Review of provisions that have been made to provide required control inspection and testing.
- e. Examination of the work area to assure that all required preliminary work has been completed and is in compliance with the contract.
- f. A physical examination of required materials, equipment, and sample work to assure that they are on hand, conform to approved shop drawings or submitted data, and are properly stored.
- g. A review of the appropriate activity hazard analysis to assure safety requirements are met.
- h. Discussion of procedures for controlling quality of the work including repetitive deficiencies. Document construction tolerances and workmanship standards for that feature of work.
- i. A check to ensure that the portion of the plan for the work to be performed has been accepted by the Contracting Officer.
- j. Discussion of the initial control phase.

k. The Government shall be notified at least 48 hours in advance of beginning the preparatory control phase. This phase shall include a meeting conducted by the CQC System Manager and attended by the superintendent, other CQC personnel (as applicable), and the foreman responsible for the definable feature. The results of the preparatory phase actions shall be documented by separate minutes prepared by the CQC System Manager and attached to the daily CQC report. The Contractor shall instruct applicable workers as to the acceptable level of workmanship required in order to meet contract specifications.

3.6.2 Initial Phase

This phase shall be accomplished at the beginning of a definable feature of work. The following shall be accomplished:

a. A check of work to ensure that it is in full compliance with contract requirements. Review minutes of the preparatory meeting.

b. Verify adequacy of controls to ensure full contract compliance. Verify required control inspection and testing.

c. Establish level of workmanship and verify that it meets minimum acceptable workmanship standards. Compare with required sample panels as appropriate.

d. Resolve all differences.

e. Check safety to include compliance with and upgrading of the safety plan and activity hazard analysis. Review the activity analysis with each worker.

f. The Government shall be notified at least 24 hours in advance of beginning the initial phase. Separate minutes of this phase shall be prepared by the CQC System Manager and attached to the daily CQC report. Exact location of initial phase shall be indicated for future reference and comparison with follow-up phases.

g. The initial phase should be repeated for each new crew to work onsite, or any time acceptable specified quality standards are not being met.

3.6.3 Follow-up Phase

Daily checks shall be performed to assure control activities, including control testing, are providing continued compliance with contract requirements, until completion of the particular feature of work. The checks shall be made a matter of record in the CQC documentation. Final follow-up checks shall be conducted and all deficiencies corrected prior to the start of additional features of work which may be affected by the deficient work. The Contractor shall not build upon nor conceal non-conforming work.

3.6.4 Additional Preparatory and Initial Phases

Additional preparatory and initial phases shall be conducted on the same definable features of work if: the quality of on-going work is unacceptable; if there are changes in the applicable CQC staff, onsite production

supervision or work crew; if work on a definable feature is resumed after a substantial period of inactivity; or if other problems develop.

3.7 TESTS

3.7.1 Testing Procedure

The Contractor shall perform specified or required tests to verify that control measures are adequate to provide a product which conforms to contract requirements. Upon request, the Contractor shall furnish to the Government duplicate samples of test specimens for possible testing by the Government. Testing includes operation and/or acceptance tests when specified. The Contractor shall procure the services of a Corps of Engineers validated testing laboratory or establish a testing laboratory at the project site. The Contractor shall perform the following activities and record and provide the following data:

- a. Verify that testing procedures comply with contract requirements.
- b. Verify that facilities and testing equipment are available and comply with testing standards.
- c. Check test instrument calibration data against certified standards.
- d. Verify that recording forms and test identification control number system, including all of the test documentation requirements, have been prepared.
- e. Results of all tests taken, both passing and failing tests, shall be recorded on the CQC report for the date taken. Specification paragraph reference, location where tests were taken, and the sequential control number identifying the test shall be given. If approved by the Contracting Officer, actual test reports may be submitted later with a reference to the test number and date taken. An information copy of tests performed by an offsite or commercial test facility shall be provided directly to the Contracting Officer. Failure to submit timely test reports as stated may result in nonpayment for related work performed and disapproval of the test facility for this contract.

3.7.2 Testing Laboratories

3.7.2.1 Capability Check

The Government reserves the right to check equipment in the proposed laboratory for compliance with the standards set forth in the contract specifications and to check the laboratory technician's testing procedures and techniques. Laboratories utilized for testing soils, concrete, asphalt, and steel shall meet criteria detailed in ASTM D 3740 and ASTM E 329.

3.7.2.2 Capability Recheck

If the selected laboratory fails the capability check, the Contractor will be assessed actual costs to reimburse the Government for each succeeding recheck of the laboratory or the checking of a subsequently selected laboratory. Such costs will be deducted from the contract amount due to Contractor.

3.7.3 Onsite Laboratory

The Government reserves the right to utilize the Contractor's control testing laboratory and equipment to make assurance tests and to check the Contractor's testing procedures, techniques, and test results at no additional cost to the Government.

3.7.4 Furnishing or Transportation of Samples for Testing

Costs incidental to the transportation of samples or materials will be borne by the Contractor. Samples of materials for test verification and acceptance testing by the Government shall be delivered to a laboratory to be designated by the Contracting Officer.

Coordination for each specific test, exact delivery location, and dates will be made through the Area Office.

3.8 COMPLETION INSPECTION

3.8.1 Punch-Out Inspection

Near the end of the work, or any increment of the work established by a time stated in the Special Clause, "Commencement, Prosecution, and Completion of Work", or by the specifications, the CQC Manager shall conduct an inspection of the work. A punch list of items which do not conform to the approved drawings and specifications shall be prepared and included in the CQC documentation, as required by paragraph DOCUMENTATION. The list of deficiencies shall include the estimated date by which the deficiencies will be corrected. The CQC System Manager or staff shall make a second inspection to ascertain that all deficiencies have been corrected. Once this is accomplished, the Contractor shall notify the Government that the facility is ready for the Government Pre-Final inspection.

3.8.2 Pre-Final Inspection

The Government will perform the pre-final inspection to verify that the facility is complete and ready to be occupied. A Government Pre-Final Punch List may be developed as a result of this inspection. The Contractor's CQC System Manager shall ensure that all items on this list have been corrected before notifying the Government, so that a Final inspection with the customer can be scheduled. Any items noted on the Pre-Final inspection shall be corrected in a timely manner. These inspections and any deficiency corrections required by this paragraph shall be accomplished within the time slated for completion of the entire work or any particular increment of the work if the project is divided into increments by separate completion dates.

3.8.3 Final Acceptance Inspection

The Contractor's Quality Control Inspection personnel, plus the superintendent or other primary management person, and the Contracting Officer's Representative shall be in attendance at the final acceptance inspection. Additional Government personnel [including, but not limited to, those from Base/Post Civil Facility Engineer user groups, and major commands] may also be in attendance. The final acceptance inspection will be formally scheduled by the Contracting Officer based upon results of the Pre-Final inspection. Notice shall be given to the Contracting Officer at least 14 days prior to the final acceptance inspection and shall include the

Contractor's assurance that all specific items previously identified to the Contractor as being unacceptable, along with all remaining work performed under the contract, will be complete and acceptable by the date scheduled for the final acceptance inspection. Failure of the Contractor to have all contract work acceptably complete for this inspection will be cause for the Contracting Officer to bill the Contractor for the Government's additional inspection cost in accordance with the contract clause titled "Inspection of Construction".

3.9 DOCUMENTATION

The Contractor shall maintain current records providing factual evidence that required quality control activities and/or tests have been performed. These records shall include the work of subcontractors and suppliers and shall be on an acceptable form that includes, as a minimum, the following information:

- a. Contractor/subcontractor and their area of responsibility.
- b. Operating plant/equipment with hours worked, idle, or down for repair.
- c. Work performed each day, giving location, description, and by whom. When Network Analysis (NAS) is used, identify each phase of work performed each day by NAS activity number.
- d. Test and/or control activities performed with results and references to specifications/drawings requirements. The control phase shall be identified (Preparatory, Initial, Follow-up). List of deficiencies noted, along with corrective action.
- e. Quantity of materials received at the site with statement as to acceptability, storage, and reference to specifications/drawings requirements.
- f. Submittals and deliverables reviewed, with contract reference, by whom, and action taken.
- g. Offsite surveillance activities, including actions taken.
- h. Job safety evaluations stating what was checked, results, and instructions or corrective actions.
- i. Instructions given/received and conflicts in plans and/or specifications.
- j. Contractor's verification statement.

These records shall indicate a description of trades working on the project; the number of personnel working; weather conditions encountered; and any delays encountered. These records shall cover both conforming and deficient features and shall include a statement that equipment and materials incorporated in the work and workmanship comply with the contract. The original and one copy of these records in report form shall be furnished to the Government daily within 24 hours after the date covered by the report, except that reports need not be submitted for days on which no work is performed. As a minimum, one report shall be prepared and submitted for every 7 days of no work and on the last day of a no work period. All

calendar days shall be accounted for throughout the life of the contract. The first report following a day of no work shall be for that day only. Reports shall be signed and dated by the CQC System Manager. The report from the CQC System Manager shall include copies of test reports and copies of reports prepared by all subordinate quality control personnel.

3.10 SAMPLE FORMS

Sample forms enclosed at the end of this section.

3.11 NOTIFICATION OF NONCOMPLIANCE

The Contracting Officer will notify the Contractor of any detected noncompliance with the foregoing requirements. The Contractor shall take immediate corrective action after receipt of such notice. Such notice, when delivered to the Contractor at the work site, shall be deemed sufficient for the purpose of notification. If the Contractor fails or refuses to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to such stop orders shall be made the subject of claim for extension of time or for excess costs or damages by the Contractor.

3.12 ATTACHMENTS

CQC Report

(sample of typical Contractor's Daily Report)

DAILY CONSTRUCTION QUALITY CONTROL REPORT

Contract Number: _____ Date: _____ Rpt.
No. _____

Contract Title: _____ Location: _____

Weather: Clear P. Cloudy Cloudy Rainfall (% of workday)

Temperature during workday: High ____ degrees F. Low ____ degrees F.

1. WORK PERFORMED BY CONTRACTOR/SUBCONTRACTOR(S):

<u>Contractor Name</u>	<u>No. of Workers</u>	<u>Crafts/Hours</u>
Work performed		

[illegible]

2. EQUIPMENT DATA:

Type, Size, Etc.	Owned/Rented	Hours
Used		
Hours Standby		

3. QUALITY CONTROL INSPECTIONS AND RESULTS: (Include a description of preparatory, initial, and/or follow up inspections or meetings; check of subcontractors work and materials delivered to the site compared to submittals and/or specifications; comments on the proper storage of materials; include comments on corrective actions to be taken):

4. QUALITY CONTROL TESTING AND RESULTS (comment on tests and attach test reports):

5. DAILY SAFETY INSPECTIONS (Include comments on new hazards to be added to the Hazard Analysis and corrective action of any safety issues):

6. REMARKS (Include conversations with or instructions from the Government representatives; delays of any kind that are impacting the job; conflicts in the contract documents; comments on change orders; environmental considerations; etc.):

CONTRACTOR'S VERIFICATION: The above report is complete and correct. All material, equipment used, and work performed during this reporting period are in compliance with the contract documents except as noted above.

CONTRACTOR QC REPRESENTATIVE

END OF SECTION

SECTION 01500

TEMPORARY CONSTRUCTION FACILITIES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

1.1.1 Site Plan

The Contractor shall prepare a site plan indicating the proposed location and dimensions of any area to be fenced and used by the Contractor, the number of trailers to be used, avenues of ingress/egress to the fenced area and details of the fence installation. Any areas which may have to be graveled to prevent the tracking of mud shall also be identified. The Contractor shall also indicate if the use of a supplemental or other staging area is desired.

1.1.2 Identification of Employees

The Contractor shall be responsible for furnishing to each employee, and for requiring each employee engaged on the work to display, identification as approved and directed by the Contracting Officer. Prescribed identification shall immediately be delivered to the Contracting Officer for cancellation upon release of any employee. When required, the Contractor shall obtain and provide fingerprints of persons employed on the project. Contractor and subcontractor personnel shall wear identifying markings on hard hats clearly identifying the company for whom the employee works.

1.1.3 Employee Parking

Contractor employees shall park privately owned vehicles in an area designated by the Contracting Officer. This area will be within reasonable walking distance of the construction site. Contractor employee parking shall not interfere with existing and established parking requirements of the military installation.

1.2 AVAILABILITY AND USE OF UTILITY SERVICES

The Contractor shall be responsible for providing its own utilities for temporary facilities and construction, approved by the Contracting Officer, and shall comply with the requirements and regulations of local, State or other authorities having jurisdiction. The Contractor shall make arrangements and pay all costs for telephone facilities desired.

1.3 BULLETIN BOARD

Immediately upon beginning of work, the Contractor shall provide a weatherproof glass-covered bulletin board not less than 914 by 1219 mm 36 by 48 inches in size for displaying the Equal Employment Opportunity poster, a copy of the wage decision contained in the contract, Wage Rate Information poster, and other information approved by the Contracting Officer. The bulletin board shall be located at the project site in a conspicuous place easily accessible to all employees, as approved by the Contracting Officer. Legible copies of the aforementioned data shall be displayed until work is completed. Upon completion of work the bulletin board shall be removed by and remain the property of the Contractor.

1.4 PROTECTION AND MAINTENANCE OF TRAFFIC

During construction the Contractor shall provide access and temporary relocated roads as necessary to maintain traffic. The Contractor shall maintain and protect traffic on all affected roads during the construction period except as otherwise specifically directed by the Contracting Officer. Measures for the protection and diversion of traffic, including the provision of watchmen and flagmen, erection of barricades, placing of lights around and in front of equipment and the work, and the erection and maintenance of adequate warning, danger, and direction signs, shall be as required by the State and local authorities having jurisdiction. The traveling public shall be protected from damage to person and property. The Contractor's traffic on roads selected for hauling material to and from the site shall interfere as little as possible with public traffic. The Contractor shall investigate the adequacy of existing roads and the allowable load limit on these roads. The Contractor shall be responsible for the repair of any damage to roads caused by construction operations.

1.4.1 Haul Roads

The Contractor shall, at its own expense, construct access and haul roads necessary for proper prosecution of the work under this contract. Haul roads shall be constructed with suitable grades and widths; sharp curves, blind corners, and dangerous cross traffic shall be avoided. The Contractor shall provide necessary lighting, signs, barricades, and distinctive markings for the safe movement of traffic. The method of dust control, although optional, shall be adequate to ensure safe operation at all times. Location, grade, width, and alignment of construction and hauling roads shall be subject to approval by the Contracting Officer. Lighting shall be adequate to assure full and clear visibility for full width of haul road and work areas during any night work operations. Upon completion of the work, haul roads designated by the Contracting Officer shall be removed.

1.4.2 Barricades

The Contractor shall erect and maintain temporary barricades to limit public access to hazardous areas. Such barricades shall be required whenever safe public access to paved areas such as roads, parking areas or sidewalks is prevented by construction activities or as otherwise necessary to ensure the safety of both pedestrian and vehicular traffic. Barricades shall be securely placed, & clearly visible with adequate illumination to provide sufficient visual warning of the hazard during both day and night.

1.5 CONTRACTOR'S TEMPORARY FACILITIES

1.5.1 Administrative Field Offices

The Contractor shall provide and maintain administrative field office facilities within the construction area at the designated site. Government office and warehouse facilities will not be available to the Contractor's personnel.

1.5.2 Storage Area

The Contractor shall construct a temporary 1.8 m (6 foot) high chain link fence around trailers and materials. The fence shall include plastic strip

inserts, colored green, so that visibility through the fence is obstructed. Fence posts may be driven, in lieu of concrete bases, where soil conditions permit. Trailers, materials, or equipment shall not be placed or stored outside the fenced area unless such trailers, materials, or equipment are assigned a separate and distinct storage area by the Contracting Officer away from the vicinity of the construction site but within the military boundaries. Trailers, equipment, or materials shall not be open to public view with the exception of those items which are in support of ongoing work on any given day. Materials shall not be stockpiled outside the fence in preparation for the next day's work. Mobile equipment, such as tractors, wheeled lifting equipment, cranes, trucks, and like equipment, shall be parked within the fenced area at the end of each work day.

1.5.3 Supplemental Storage Area

Upon Contractor's request, the Contracting Officer will designate another or supplemental area for the Contractor's use and storage of trailers, equipment, and materials. This area may not be in close proximity of the construction site but shall be within the military boundaries. Fencing of materials or equipment will not be required at this site; however, the Contractor shall be responsible for cleanliness and orderliness of the area used and for the security of any material or equipment stored in this area. Utilities will not be provided to this area by the Government.

1.5.4 Appearance of Trailers

Trailers utilized by the Contractor for administrative or material storage purposes shall present a clean and neat exterior appearance and shall be in a state of good repair. Trailers which, in the opinion of the Contracting Officer, require exterior painting or maintenance will not be allowed on the military property.

1.5.5 Maintenance of Storage Area

Fencing shall be kept in a state of good repair and proper alignment. Should the Contractor elect to traverse, with construction equipment or other vehicles, grassed or unpaved areas which are not established roadways, such areas shall be covered with a layer of gravel as necessary to prevent rutting and the tracking of mud onto paved or established roadways; gravel gradation shall be at the Contractor's discretion. Grass located within the boundaries of the construction site shall be mowed for the duration of the project. Grass and vegetation along fences, buildings, under trailers, and in areas not accessible to mowers shall be edged or trimmed neatly.

1.5.6 New Building

In the event a new building is constructed for the temporary project field office, it shall be a minimum 3.6 m (12 feet) in width, 5 m (16 feet) in length and have a minimum of 2.1 m (7 feet) headroom. It shall be equipped with approved electrical wiring, at least one double convenience outlet and the required switches and fuses to provide 110-120 volt power. It shall be provided with a work table with stool, desk with chair, two additional chairs, and one legal size file cabinet that can be locked. The building shall be waterproof, shall be supplied with heater, shall have a minimum of two doors, electric lights, a telephone, a battery operated smoke detector alarm, a sufficient number of adjustable windows for adequate light and ventilation, and a supply of approved drinking water. Approved sanitary

facilities shall be furnished. The windows and doors shall be screened and the doors provided with dead bolt type locking devices or a padlock and heavy duty hasp bolted to the door. Door hinge pins shall be non-removable. The windows shall be arranged to open and to be securely fastened from the inside. Glass panels in windows shall be protected by bars or heavy mesh screens to prevent easy access to the building through these panels. Any new building erected for a temporary field office shall be maintained by the Contractor during the life of the contract and upon completion and acceptance of the work shall become the property of the Contractor and shall be removed from the site. All charges for telephone service for the temporary field office shall be borne by the Contractor, including long distance charges.

1.5.7 Security Provisions

Adequate outside security lighting shall be provided at the Contractor's temporary facilities. The Contractor shall be responsible for the security of its own equipment; in addition, the Contractor shall notify the appropriate law enforcement agency requesting periodic security checks of the temporary project field office.

1.6 GOVERNMENT FIELD OFFICE

Resident Engineer's Office: The Contractor shall provide the Government Resident Engineer with an office, approximately 19 square meters (200 square feet) in floor area, located where directed. Contractor shall provide space heat, electric light and power, water and sanitary facilities consisting of one lavatory and one water closet, and shall maintain the accommodations approved by the Contracting Officer. A mail slot in the door or a lockable mailbox mounted on the surface of the door shall be provided. At completion of the project, the office shall remain the property of the Contractor and shall be removed from the site. Electricity and power shall be connected and disconnected in accordance with local codes and to the satisfaction of the Contracting Officer. Electric utilities, power, water and sanitary facilities shall comply with local requirements and regulations. See Section 01015 for furnishings.

1.7 PLANT COMMUNICATION

Whenever the Contractor has the individual elements of its plant so located that operation by normal voice between these elements is not satisfactory, the Contractor shall install a satisfactory means of communication, such as telephone or other suitable devices. The devices shall be made available for use by Government personnel.

1.8 DUST CONTROL/AIR POLLUTION

The Contractor shall maintain excavations, embankments, stockpiles, haul roads, permanent and temporary access roads, and all other work areas within or outside the project boundaries free from dust, which would cause a hazard or nuisance. Sprinkling or similar methods shall be employed to control dust. If sprinkling is used, the Contractor shall retain sufficient, suitable equipment at the site and repeat applications at such intervals as to keep all parts of the disturbed area damp at all times 24-hours/day, 7-days/week. As a minimum, one water truck and one street sweeper shall be on-site at all times except when freezing weather precludes sprinkling. Dust control shall be performed as the work proceeds. There shall be no visible dust coming off any portion of the work site at any time, or off any vehicle

hauling material for the Contractor. In addition, the Contractor shall ensure that no material of any type will fall off any vehicle while in transit. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. No separate or direct payment will be made for dust control and the cost thereof shall be considered incidental to and included in the contract price.

1.9 CLEANUP

Construction debris, waste materials, packaging material and the like shall be removed from the work site daily. Any dirt or mud which is tracked onto paved or surfaced roadways shall be cleaned away. Materials resulting from demolition activities which are salvageable shall be stored within the fenced area described above or at the supplemental storage area. Stored material not in trailers, whether new or salvaged, shall be neatly stacked when stored.

1.10 RESTORATION OF STORAGE AREA

Upon completion of the project and after removal of trailers, materials, and equipment from within the fenced area, the fence shall be removed and will become the property of the Contractor. Areas used by the Contractor for the storage of equipment or material, or other use, shall be restored to the original or better condition. Gravel used to traverse grassed areas shall be removed and the area restored to its original condition, including top soil and seeding as necessary.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

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SECTION 01581

PROJECT MARKER

PART 1 GENERAL

1.1 PROJECT MARKER

The project marker shall consist of one sign. The sign shall conform to the requirements shown on attached Drawing Number 40-05-12 and the requirements specified herein. Both sides of the sign shall conform to the format on the referenced marker.

1.2 PAYMENT

No separate payment will be made for the project sign. Costs shall be considered incidental to and included in the contract price.

PART 2 PRODUCTS

2.1 MATERIALS

The panel shall be 19 mm (3/4 inch) exterior grade plywood or 16 gauge galvanized steel sheets. Posts, rails and trim shall be wood. Paint shall be exterior type oil base paint. Nails and tacks shall be galvanized.

2.2 SIZE

The sign panel shall be a minimum of 2 meters (6½) feet long between posts and a minimum of 1.2 meters (4 feet) high between rails. Posts shall be of such length that the top of the project marker will be located a minimum of 2.4 meters (8 feet) above ground.

2.3 FINISH

Both sides of the sign shall be painted and lettered. Letters shall be black and background shall be white. Posts and rails shall be painted white. Letters shall be upper case block type for all lettering, except that names of major sub-contractors may be upper and lower case.

2.4 DECAL

Two decals of the "Engineer Castle", 305 mm x 216 mm (12 inches by 8-1/2 inches) in size each, will be furnished to the Contractor by the Government. One decal shall be applied to each side of the sign where indicated.

PART 3 EXECUTION

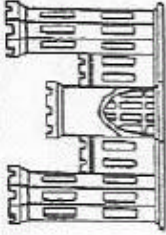
3.1 INSTALLATION

Posts shall be installed in a manner which provides a firm foundation for the marker. The marker shall be located on the project site or where directed by the Contracting Officer. The sign shall be situated to provide an unobstructed view from the access road or access area.

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Installation Boundary Fencing, Ft. Richardson, AK.

3.2 MAINTENANCE

The sign shall be maintained in excellent condition throughout the life of the project. Upon completion of work, the Contractor shall remove the sign.

<p style="font-size: 2em; margin: 0;">PROJECT NAME</p> <hr style="border: 0.5px solid black;"/>	<p style="text-align: center;">  U. S. ARMY CORPS OF ENGINEERS </p>	<p style="font-size: 1.5em; margin: 0;">PACIFIC OCEAN DIVISION, ALASKA DISTRICT</p>
<p style="font-size: 1.2em; margin: 0;">CONTRACT NUMBER</p> <p style="font-size: 1.2em; margin: 0;">PRIME CONTRACTOR</p> <p style="font-size: 1.2em; margin: 0;">MAJOR SUBCONTRACTORS</p>		
<p style="font-size: 0.8em; margin: 0;">NOTES:</p> <p style="font-size: 0.8em; margin: 0;">1. ALL LETTERS TO BE BLACK ON WHITE FIELD.</p> <p style="font-size: 0.8em; margin: 0;">2. ENGINEER CASTLE DECAL TO BE FURNISHED BY CONTRACTING OFFICER.</p>		

DWG. NO. 40-05-12

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SECTION 01704

FORM 1354 CHECKLIST

PART 1 GENERAL

1.1 Procedures

The form which is a part of this specification section shall be completed for any project having revisions to real property. The following page contains the basic instructions applicable to the form.

1.2 Submittal

This form shall be submitted for approval, and be approved a minimum of 30 days before final inspection of the project. Failure to have this form completed and approved in time for the final inspection will result in delay of the inspection until the checklist is completed.

PARTS 2 AND 3 NOT USED

INSTRUCTIONS FOR DD FORM 1354 CHECKLIST

The following checklist is only a guide to describe various parts of new and modified construction. Alter this form as necessary or create your own document to give complete accounting of the real property added or deleted for this contract. All items added, deleted, replaced, or relocated within the building 1.5 meter (5 foot line), or on site 1.5 meters (5 feet) beyond the building perimeter must be accounted for completely. Only a few of the most common items beyond the 1.5 meter (5 foot) line are included on the checklist under UTILITIES/SURFACE CONSTRUCTION, add additional items as required by the construction accomplished.. Attach a continuation sheet and use the checklist format to describe other work related to this particular project. Listed on the last page are additional items with units of measure and descriptive terms.

Costs for each item must include material, tax, installation, overhead and profit, bond and insurance costs. This form should be filled out as each item is installed or each phase of work is completed.

TOTAL FOR ALL ITEMS INCLUDING CONTRACT MODIFICATION COSTS ADDED TOGETHER SHOULD EQUAL THE TOTAL CONTRACT PRICE.

KEY TO ABBREVIATIONS

AC - Acres
BL - Barrels, Capacity
BTU - British Thermal Unit
CY - Cubic Yards
EA - Each
GA - Gallons, Capacity
HD - Head
kV - Kilovolt-Amperes, Capacity (kVA)
kW - Kilowatts, Capacity
SE - Seats
SF - Square Feet
SY - Square Yard
MB - Million British Thermal Units
MI - Miles
LF - Linear Feet
KG - Thousand Gallons Per Day, Capacity
TN - Ton
- Number; How Many

DD FORM 1354 CHECKLIST
Transfer of Real Property

CONTRACT NUMBER: _____

CONTRACT TITLE: _____

LOCATION: _____

1. **DEMOLITION** (Describe each item removed and the cost of removal.)*

2. **RELOCATION** (Describe each item relocated and the cost of relocation.)*

3. **REPLACEMENTS** (Describe each item replaced and replacement cost.)*

*Use a continuation sheet if more space is required. Items should be described by quantity and the correct unit of measure.

4. **NEW CONSTRUCTION OVERVIEW: BUILDING(S)/ADDITION(S) TO A BUILDING** - Use a separate checklist for each building and/or addition.

(1) **Outside Dimensions: Length x Width**

- (a) Main Building_____
- (b) Offsets_____
- (c) Wings_____
- (d) Basement_____
- (e) Attic_____

(2) **Number of Usable Floors:** _____

(3) **Construction: Exterior Materials Used**

- (a) Foundation (such as concrete)_____
- (b) Floors (such as wood, concrete)_____
- (c) Walls (such as wood siding, metal, CMU)_____
- (d) Roof (such as metal, comp., built-up)_____

(4) **Utilities ENTERING Building:** Measure lineal meters (LF) from building entry to next larger size of pipe

- (a) Water (size & type of pipe; number of lineal meters (LF))_____
- (b) Gas (size & type of pipe; number of lineal meters (LF))_____
- (c) Sewer (size & type of pipe; number of lineal meters (LF))_____
- (d) Electric (phase, voltage, size & type of wire, connected load in amps)_____

(5) **Air Conditioning:**

- (a) Type_____
 - (b) _____ Capacity _____ Kilograms
 - (c) _____ SQ METERS (SQ YDS) covered by
- (TONS) _____ system _____

(6) **Heating:**

- (a) Source_____
- (b) Fuel_____

(7) **Hot Water Facilities:**

(a)	Capacity	Liters
(GAL) _____		
(b) Temperature Rise _____		
BUILDING COST: _____		

5. **BUILDING SYSTEMS (INTERIOR)**

A. **FIRE PROTECTION:**

Property Code

(1) (880 50/880-211) CLOSED HEAD AUTO SPRINKLERS - Square Meters (SF) & HD (wet or dry pipe; # of Lineal Meters (LF) of service pipe; type of pipe & # of heads; # of Square Meters (SF) covered by system)
DESCRIPTION:

COST: _____

(2) (880 50/880-212) OPEN HEAD DELUGE SYSTEM - Square Meters (SF) & HD (# of Lineal Meters (LF) of service pipe; type of pipe; # of heads; # of Square Meters (SF) covered)
DESCRIPTION:

COST: _____

(3) (880 10/880-221) AUTO FIRE DETECTION SYSTEM - Square Meters (SF) & EA (# of alarms-horns, bells, etc.; # of smoke detectors; # of heat detectors; # of fire alarm panels; # of radio transmitters/antennae)
DESCRIPTION:

COST: _____

(4) (880 20/880-222) MANUAL FIRE ALARM SYSTEM - EA (# of pull stations; # of alarm horns; # of fire extinguisher cabinets)
DESCRIPTION:

COST: _____

(5) (880 60/880-231) CO2 FIRE SYSTEM (# of bottles & size of bottles in kilograms (lbs.))
DESCRIPTION:

COST: _____

(6) (880 60/880-232) FOAM FIRE SYSTEM - EA (# of tanks - capacity in kilograms (lbs.))
DESCRIPTION:

COST: _____

(7) (880 60/880-233) OTHER FIRE SYSTEM - EA
DESCRIPTION:

COST: _____

(8) (880 60/880-234) HALON 1301 FIRE SYSTEM - EA (# of bottles & size of
bottles in kilograms (lbs.))
DESCRIPTION:

COST: _____

B. SECURITY:

(1) (880 40/872-841) SECURITY ALARM SYSTEM - EA (name of system installed)
DESCRIPTION:

COST: _____

C. HEATING/COOLING SYSTEMS

(1) (826 10/890-126) A/C WINDOW UNITS - kilograms (TN) & Square Meters (SF)-
(# of units installed; amount of Square Meters (SF) covered per unit; size &
capacity of each unit)
DESCRIPTION:

COST: _____

(2) (826 14/890-125) A/C PLT LESS THAN 4,536 kilograms (5 TN) - kilograms
(TN) & square meters (SF)-(# of kilograms (TN); # of square meters (SF)
covered)
DESCRIPTION:

COST: _____

(3) (826 13/890-121) A/C PLT 4,536 to 22,680 kilograms (5 TO 25 TN) -
kilograms (TN)-(# of kilograms (TN); # of square meters (SF) covered)
DESCRIPTION:

COST: _____

(4) (826 12/826-122) A/C PLT 22,680 to 2,267,962 kilograms (25 TO 100 TN) -
kilograms (TN)-(# of kilograms (TN); # of square meters (SF) covered)
DESCRIPTION:

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Installation Boundary Fence, Ft. Richardson, Ak.

COST: _____

(5) (826 11/826-123) A/C PLT OVER 2,267,962 kilograms (100 TN) - kilograms (TN)-(# of kilograms (TN); # of square meters (SF) covered)
DESCRIPTION:

COST: _____

(6) (821 33/821-115) HEATING PLT 220/1026 W (750/3500 MB) - W (MB)-(# of kW (MBH); type of heating system - Ex: Warm air furnace, central)
DESCRIPTION:

COST: _____

(7) (821 32/821-116) HEATING PLT OVER 1026 W (3500 MB) - W(MB)-(# of kW (MBH); type of heating system)
DESCRIPTION:

COST: _____

(8) (811 60/811-147) ELEC EMERGENCY POWER GENERATOR-KW-(size of engine; rating of generator in kilowatts & voltage)
DESCRIPTION:

COST: _____

(9) (81190 or 82320-gas) STORAGE TANK FOR HEATING or GENERATOR FUEL-Liters (GA); TYPE; FUEL-(Size, type of tank, kind of fuel & # of liters (gallons))
DESCRIPTION:

COST: _____

(10) (89220/890-272) EMCS - EA (Direct Digital Control Sys)

COST: _____

SITE WORK

6. UTILITIES/SURFACE CONSTRUCTION:

(1) (812 41/812-223) PRIM DISTR LINE OH-Lineal Meters (LF)-(# Lineal Meters (LF) of wire; size & type of wire; # of poles; voltage)
DESCRIPTION:

COST: _____

(2) (812/81360) TRANSFORMERS-KVA

POWER POLES-Lineal Meters (LF)

(# poles; # transformers - pad or pole mounted; kVA of wire; # Lineal Meters (LF) of wire)

DESCRIPTION:

COST: _____

(3) (812 40/812-224) SEC DISTR LINE OH-Lineal Meters (LF)-(voltage; size & type of wire;

transformers; kVA; # Lineal Meters (LF) of wire; # of service drops; # poles)

DESCRIPTION:

COST: _____

(4) (812 42/812-225) PRIM DISTR LINE UG-Lineal Meters (LF)-(kVA; voltage; type of conduit & size(encased or direct burial); size & kind of wire inside conduit; Lineal Meters (LF) of wire & conduit)

DESCRIPTION:

COST: _____

(5) (812 42/812-226) SEC DISTR LINE UG-Lineal Meters (LF)-(type of conduit & size; type & size of wires in conduit; Lineal Meters (LF) of conduit & wire inside conduit; voltage)

DESCRIPTION:

COST: _____

(6) (812 30/812-926) EXTERIOR LIGHTING-EA-(streets or parking area lights) (# & type of lights; whether pole mounted or not; # Lineal Meters (LF) of connecting wire if pole mounted)

DESCRIPTION:

COST: _____

(7) (824 10/824-464) GAS MAINS-Lineal Meters (LF) (size, type, & # of Lineal Meters (LF) of pipe)

DESCRIPTION:

COST: _____

(8) (831 90/831-169) SEWAGE SEPTIC TANK-thousand liters (KG)-(size, kind of material, & capacity)

DESCRIPTION:

COST: _____

(9) (832 10/832-266) SANITARY SEWER-Lineal Meters (LF)-(sizes & types of pipes - # of Lineal Meters (LF) of each; # of cleanouts; # & size of manholes)
DESCRIPTION:

COST: _____

(10) (842 10/842-245) WATER DISTR MAINS (POTABLE)-Lineal Meters (LF)-(# Lineal Meters (LF) & size, type of pipe)
DESCRIPTION:

COST: _____

(11) (843 11/843-315) FIRE HYDRANTS-EA-(#; size & type)
DESCRIPTION:

COST: _____

(12) (851 90/851-143) CURBS & GUTTERS-Lineal Meters (LF)-(# Lineal Meters (LF); material; width & height)
DESCRIPTION: (Is curb extruded or standard?)_

COST: _____

(13) (851 90/851-145) DRIVEWAY-Square Meters (SY)-Square Meters (SY); material used; thickness)
DESCRIPTION:

COST: _____

(14) (851 10/12/851-147) ROAD-Square Meters (SY) & Lineal Meters (LF)-Square Meters (SY); material used; thickness; Lineal Meters (LF))
DESCRIPTION:

COST: _____

(15) (85210/11 /852-262) VEHICLE PARKING-Square Meters (SY)-Square Meters (SY); material used; thickness; # of bollards; # of wheel stops; # of regular parking spaces; # of handicap spaces)
DESCRIPTION:

COST: _____

(16) (852 20/852-289) SIDEWALKS-Square Meters (SY) & Lineal Meters (LF)-(# Square Meters (SF) & Lineal Meters (LF); dimensions of each section & location; thickness; material used)
DESCRIPTION:

COST: _____

(17) (871 10/871-183) STORM DRAIN DISPOSAL-Lineal Meters (LF)-(# Lineal Meters (LF) of pipe; sizes & types of pipe; # of catch basins & manholes & sizes of each)
DESCRIPTION:

COST: _____

(18) (872 15/872-247) FENCE, SECURITY (ARMS)-Lineal Meters (LF)-(# of Lineal Meters (LF); fence material; # & type of gate(s); # strands of barbed wire on top)
DESCRIPTION:

COST: _____

(19) (87210/12/872-248) FENCE, INTERIOR-Lineal Meters (LF)-(# of Lineal Meters (LF); fence material; # & kind of gate(s)
DESCRIPTION:

COST: _____

(20) (890 70/890-187) UTILITY VAULT(4 or more transformers)- Square Meters (SF) (# Square Meters (SF); dimensions of vault; # of transformers)
DESCRIPTION:

COST: _____

(21) (135 10/135-583) TEL DUCT FACILITY-Lineal Meters (LF)-(# of Lineal Meters (LF); size & type of conduit; type of wire)
DESCRIPTION:

COST: _____

(22) (135 10/135-586) TEL POLE FACILITY-Lineal Meters (LF)-(# Lineal Meters (LF) & type of wire; # of poles)
DESCRIPTION:

COST: _____

7. **INSTALLED EQUIPMENT:** Furnish an Equipment-In-Place List. Any price related to equipment should already be included in this checklist.

8. **SYSTEMS NOT PREVIOUSLY LISTED:** Attach a separate sheet and use the same format to describe the system(s). Example: CATV system, intercom system, or other utilities and surface construction not described on this checklist.

9. **ASBESTOS REMOVAL:** Furnish a description by building of the number of Lineal Meters (LF) of asbestos removed, number of Lineal Meters (LF) of reinsulation, number of Square Meters (SF) of soil encapsulation, and number and size of tanks, etc., where asbestos was removed. Also, identify buildings by their numbers and use.

10. **MAINTENANCE/RENOVATIONS:** List by building number and describe all additions and deletions by quantity and the correct unit of measure. Furnish a cost per building.

UTILITIES/SURFACE CONSTRUCTION - Listed below are some additional items which may or may not apply to your contract. EACH item installed on site should be listed and priced separately even if not included on this checklist.

- (1) IRRIGATION SYSTEM(-Lineal Meters (LF) of pipe; size & type of pipe; number and type of heads)
- (2) UNDERGROUND/ABOVEGROUND STORAGE TANKS(-Liters (GA), type of tank; material stored)
- (3) (833-354) DUMPSTER ENCLOSURE(-Square Meters (SF) & dimensions)
- (4) (890-152) UNLOADING PAD(-Square Meters (SY); material)
- (5) SIGNAGE-(Dimensions; material)
- (6) (12580) CATHODIC PROTECTION(kilometers; Lineal Feet) (MI; LF)
- (7) (87270) LIGHTNING PROTECTION-Lineal Feet (LF)
- (8) (81290) POLE DUCT RISER(-Lineal Feet (LF, type of material)
- (9) RAMPS-Square Meters (SF), material; Cubic Meters (CY) if concrete-use code for sidewalk if concrete)
- (10) (89080/890-158) LOAD AND UNLOAD PLATFORM-Square Meters (SF)
- (11) (83240/832-255) INDUSTRIAL WASTE MAIN-Lineal Meters (LF)
- (12) WHEEL STOPS-(EA; size & material)
- (13) (81350) OUTDOOR INTEGRAL DISTR CTR-(kVA)
- (14) (45110) OUTDOOR STORAGE AREA-Square Meters (SF)
- (15) (73055/730-275) BUS/WAIT SHELTER-Square Meters (SF)
- (16) (690-432) FLAGPOLE-(EA; dimensions)
- (17) (93210) SITE IMPROVEMENT-(JOB)
- (18) (93220) LANDSCAPE PLANTING (Hectare (Acre); EA; Square Meters (SF))
- (19) (93230) LANDSCAPE BERMS/MOUNDS-Square Meters (SY)
- (20) (93410) CUT AND FILL-Cubic Meters (CY)
- (21) (843-315) FIRE HYDRANTS-(EA; Type)
- (22) (14970) LOADING AND UNLOADING DOCKS AND RAMPS (not connected to a building)-Square Meters (SF) (23) BICYCLE RACK-(EA)
- (24) (85140/812-928) TRAFFIC SIGNALS-(EA)
- (25) (87210) FENCING OR WALLS-Lineal Meters (LF)
- (26) (15432) RIPRAP-Lineal Meters & Square Meters (LF & SY)
- (27) (75061) GRANDSTAND OR BLEACHERS-(EA; SE)
- (28) 87150/871-187) RETAINING WALLS-Lineal Meters; Square Meters (LF; SY); material

NOTE: 5 Digit Codes-Army; 6 Digit Codes-Air Force

END OF SECTION

SECTION 01780

CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-02 Shop Drawings

As-Built Drawings; G

Drawings showing final as-built conditions of the project. The final CADD as-built drawings shall consist of one set of electronic CADD drawing files in auto CADD 2000 or later.

Warranty Management Plan; G

One set of the warranty management plan containing information relevant to the warranty of materials and equipment incorporated into the construction project, including the starting date of warranty of construction. The Contractor shall furnish with each warranty the name, address, and telephone number of each of the guarantor's representatives nearest to the project location.

1.2 PROJECT RECORD DOCUMENTS

1.2.1 As-Built Drawings

This paragraph covers as-built drawings complete, as a requirement of the contract. The terms "drawings," "contract drawings," "drawing files," "working as-built drawings" and "final as-built drawings" refer to contract drawings which are revised to be used for final as-built drawings.

1.2.1.1 Government Furnished Materials

One set of electronic CADD files in MicroStation version J will be provided by the Government at the preconstruction conference.

1.2.1.2 Working As-Built and Final As-Built Drawings

The Contractor shall revise 2 sets of paper drawings by red-line process to show the as-built conditions during the prosecution of the project. These working as-built marked drawings shall be kept current on a weekly basis and at least one set shall be available on the jobsite at all times. Changes from the contract plans which are made in the work or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes. The working as-built marked prints and final as-built drawings will be jointly reviewed for accuracy and completeness by the Contracting Officer and the Contractor

prior to submission of each monthly pay estimate. If the Contractor fails to maintain the working and final as-built drawings as specified herein, the Contracting Officer will deduct from the monthly progress payment an amount representing the estimated cost of maintaining the as-built drawings. This monthly deduction will continue until an agreement can be reached between the Contracting Officer and the Contractor regarding the accuracy and completeness of updated drawings. The working and final as-built drawings shall show, but shall not be limited to, the following information:

- a. The location and dimensions of any changes within the building structure.
- b. Correct fencing alignment if any changes were made from contract plans.
- c. Changes in details of design or additional information obtained from working drawings specified to be prepared and/or furnished by the Contractor; including but not limited to fabrication, erection, installation plans and placing details of fencing and foundation, and window installation.
- d. Changes or modifications which result from the final inspection.
- e. Where contract drawings or specifications present options, only the option selected for construction shall be shown on the final as-built prints.
- f. Modifications (change order price shall include the Contractor's cost to change working and final as-built drawings to reflect modifications) and compliance with the following procedures.
 - (1) Directions in the modification for posting descriptive changes shall be followed.
 - (2) A Modification Circle shall be placed at the location of each deletion.
 - (3) For new details or sections which are added to a drawing, a Modification Circle shall be placed by the detail or section title.
 - (4) For minor changes, a Modification Circle shall be placed by the area changed on the drawing (each location).
 - (5) For major changes to a drawing, a Modification Circle shall be placed by the title of the affected plan, section, or detail at each location.
 - (6) For changes to schedules or drawings, a Modification Circle shall be placed either by the schedule heading or by the change in the schedule.
 - (7) The Modification Circle size shall be 12.7 mm 1/2 inch diameter unless the area where the circle is to be placed is crowded. Smaller size circle shall be used for crowded areas.

1.2.1.3 Drawing Preparation

The as-built drawings shall be modified as may be necessary to correctly show the features of the project as it has been constructed by bringing the contract set into agreement with approved working as-built prints, and adding such additional drawings as may be necessary. These working as-built marked prints shall be neat, legible and accurate. These drawings are part of the permanent records of this project and shall be returned to the Contracting Officer after approval by the Government. Any drawings damaged or lost by the Contractor shall be satisfactorily replaced by the Contractor at no expense to the Government.

1.2.1.4 Computer Aided Design and Drafting (CADD) Drawings

Only personnel proficient in the preparation of CADD drawings shall be employed to modify the contract drawings or prepare additional new drawings. Additions and corrections to the contract drawings shall be equal in quality and detail to that of the originals. Line colors, line weights, lettering, layering conventions, and symbols shall be the same as the original line colors, line weights, lettering, layering conventions, and symbols. If additional drawings are required, they shall be prepared using the specified electronic file format applying the same graphic standards specified for original drawings. The title block and drawing border to be used for any new final as-built drawings shall be identical to that used on the contract drawings. Additions and corrections to the contract drawings shall be accomplished using CADD files. The electronic files will be supplied on iso-9660 CD-ROM compact disc. The Contractor shall be responsible for providing all program files and hardware necessary to prepare final as-built drawings. The Contracting Officer will review final as-built drawings for accuracy and the Contractor shall make required corrections, changes, additions, and deletions.

a. CADD colors shall be the "base" colors of red, green, and blue. Color code for changes shall be as follows:

(1) Deletions (red) - Deleted graphic items (lines) shall be colored red with red lettering in notes and leaders.

(2) Additions (Green) - Added items shall be drawn in green with green lettering in notes and leaders.

(3) Special (Blue) - Items requiring special information, coordination, or special detailing or detailing notes shall be in blue.

b. The Contract Drawing files shall be renamed in a manner related to the contract number (i.e., 98-C-10.DGN) as instructed in the Pre-Construction conference. Marked-up changes shall be made only to those renamed files. All changes shall be made on the layer/level as the original item. There shall be no deletions of existing lines; existing lines shall be over struck in red. Additions shall be in green with line weights the same as the drawing. Special notes shall be in blue on layer #63.

c. When final revisions have been completed, the cover sheet drawing shall show the wording "RECORD DRAWING AS-BUILT" followed by the name of the Contractor in letters at least 5 mm 3/16 inch high. All other contract drawings shall be marked either "AS-Built" drawing denoting no revisions on

the sheet or "Revised As-Built" denoting one or more revisions. Original contract drawings shall be dated in the revision block.

d. Within 20 days after Government approval of all of the working as-built drawings, the Contractor shall prepare the final CADD as-built drawings and submit two sets of prints of these drawings for Government review and approval. The Government will promptly return one set of prints annotated with any necessary corrections. Within 10 days the Contractor shall revise the CADD files accordingly at no additional cost and submit one set of final prints for the completed phase of work to the Government. Within 20 days of substantial completion of all phases of work, the Contractor shall submit the final as-built drawing package for the entire project.

Electronic files shall be submitted in ISO 9660 format CD-ROM (CD). Zip drive disks shall not be provided. Two complete sets of CD(s) shall be submitted along with one complete set of 1/2 size prints taken from the CD(s). Each CD shall have a clearly marked label stating the Contractor's firm name, project name and location, submittal type (AS-BUILT), and date the CD was made. Each submittal shall be accompanied by a hard copy transmittal sheet that contains the above information along with tabulated information about all files submitted, as shown below:

<u>Electronic File Name</u>	<u>Plate Number</u>	<u>Drawing Title</u>
-----------------------------	---------------------	----------------------

Electronic version of the table shall be included with each submittal set of disks.

They shall be complete in all details and identical in form and function to the contract drawing files supplied by the Government. Any transactions or adjustments necessary to accomplish this is the responsibility of the Contractor. The Government reserves the right to reject any drawing files it deems incompatible with the customer's CADD system. Paper prints, drawing files and storage media submitted will become the property of the Government upon final approval. Failure to submit final as-built drawing files and marked prints as specified shall be cause for withholding any payment due the Contractor under this contract. Approval and acceptance of final as-built drawings shall be accomplished before final payment is made to the Contractor.

1.2.1.5 Payment

No separate payment will be made for as-built drawings required under this contract, and all costs accrued in connection with such drawings shall be considered a subsidiary obligation of the Contractor.

1.3 WARRANTY MANAGEMENT

1.3.1 Warranty Management Plan

The Contractor shall develop a warranty management plan which shall contain information relevant to the clause Warranty of Construction in the Contract

Clauses. At least 30 days before the planned pre-warranty conference, the Contractor shall submit the warranty management plan for Government approval. The warranty management plan shall include all required actions and documents to assure that the Government receives all warranties to which it is entitled. The plan shall be in narrative form and contain sufficient detail to render it suitable for use by future maintenance and repair personnel, whether tradesmen, or of engineering background, not necessarily familiar with this contract. The term "status" as indicated below shall include due date and whether item has been submitted or was accomplished. Warranty information made available during the construction phase shall be submitted to the Contracting Officer for approval prior to each monthly pay estimate. Approved information shall be assembled in a binder and shall be turned over to the Government upon acceptance of the work. The construction warranty period shall begin on the date of project acceptance and shall continue for the full product warranty period. Information contained in the warranty management plan shall include, but shall not be limited to, the following:

- a. Roles and responsibilities of all personnel associated with the warranty process, including points of contact and telephone numbers within the organizations of the Contractors, subcontractors, manufacturers or suppliers involved.

1.3.2 Performance Bond

The Contractor's Performance Bond shall remain effective throughout the construction period.

- a. In the event the Contractor fails to commence and diligently pursue any construction warranty work required, the Contracting Officer will have the work performed by others, and after completion of the work, will charge the remaining construction warranty funds of expenses incurred by the Government while performing the work, including, but not limited to administrative expenses.

- b. In the event sufficient funds are not available to cover the construction warranty work performed by the Government at the Contractor's expense, the Contracting Officer will have the right to recoup expenses from the bonding company.

- c. Following oral or written notification of required construction warranty repair work, the Contractor shall respond in a timely manner. Written verification will follow oral instructions. Failure of the Contractor to respond will be cause for the Contracting Officer to proceed against the Contractor.

1.3.3 Pre-Warranty Conference

Prior to contract completion, and at a time designated by the Contracting Officer, the Contractor shall meet with the Contracting Officer to develop a mutual understanding with respect to the requirements of this section. Communication procedures for Contractor notification of construction warranty defects, priorities with respect to the type of defect, reasonable time required for Contractor response, and other details deemed necessary by the Contracting Officer for the execution of the construction warranty shall be established/reviewed at this meeting. In connection with these requirements and at the time of the Contractor's quality control completion inspection, the Contractor shall furnish the name, telephone number and address of a

licensed and bonded company which is authorized to initiate and pursue construction warranty work action on behalf of the Contractor. This point of contact will be located within the local service area of the warranted construction, shall be continuously available, and shall be responsive to Government inquiry on warranty work action and status. This requirement does not relieve the Contractor of any of its responsibilities in connection with other portions of this provision.

1.3.4 Contractor's Response to Construction Warranty Service Requirements

Following oral or written notification by the Contracting Officer, the Contractor shall respond to construction warranty service requirements. The Contractor shall submit a report on any warranty item that has been repaired during the warranty period. The report shall include the cause of the problem, date reported, corrective action taken, and when the repair was completed. If the Contractor does not perform the construction warranty within a reasonable time, the Government will perform the work and backcharge the construction warranty payment item established.

1.4 OPERATION AND MAINTENANCE MANUALS

Operation manuals and maintenance manuals shall be submitted as specified. Operation manuals and maintenance manuals provided in a common volume shall be clearly differentiated and shall be separately indexed.

1.5 FINAL CLEANING (FOR WINDOW INSTALLATION)

The premises shall be left broom clean. Stains, foreign substances, and temporary labels shall be removed from surfaces. Carpet and soft surfaces shall be vacuumed. Equipment and fixtures shall be cleaned to a sanitary condition. Debris shall be removed. Paved areas shall be swept and landscaped areas shall be raked clean. The site shall have waste, surplus materials, and rubbish removed. ~~The project area shall have temporary structures, barricades, project signs, and construction facilities removed.~~ A list of completed clean-up items shall be submitted on the day of final inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02220

DEMOLITION

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI)

ANSI A10.6 (1990; R 1998) Safety Requirements for
Demolition Operations

U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1 (2003) Safety -- Safety and Health
Requirements

U.S. DEPARTMENT OF DEFENSE (DOD)

DOD 4000.25-1-M (2000) Requisitioning and Issue
Procedures

MIL-STD-129 (Rev P) Military Marking for Shipment and
Storage

1.2 GENERAL REQUIREMENTS

Do not begin demolition until authorization is received from the Contracting Officer. Remove rubbish and debris from the project site; do not allow accumulations of debris. The work includes demolition, salvage of identified items and materials, and removal of resulting rubbish and debris. Rubbish and debris shall be removed from Government property daily, unless otherwise directed, to avoid accumulation at the demolition site. Materials that cannot be removed daily shall be stored in areas specified by the Contracting Officer. In the interest of occupational safety and health, the work shall be performed in accordance with EM 385-1-1, Section 23, Demolition, and other applicable Sections. In the interest of conservation, salvage shall be pursued to the maximum extent possible (in accordance with Section 01572 CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT, if applicable; salvaged items and materials shall be disposed of as specified.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-03 Product Data

Work Plan; G

The procedures proposed for the accomplishment of the work. The procedures shall provide for safe conduct of the work, including procedures and methods to provide necessary supports, lateral bracing and shoring when required, careful removal and disposition of materials specified to be salvaged, protection of property which is to remain undisturbed, coordination with other work in progress, and timely disconnection of utility services. The procedures shall include a detailed description of the methods and equipment to be used for each operation, and the sequence of operations in accordance with EM 385-1-1.

SD-07 Certificates

Demolition plan; G

Notifications;

Notification of Demolition and Renovation forms;

Submit proposed demolition and removal procedures to the Contracting Officer for approval before work is started.

SD-11 Closeout Submittals

Receipts

Receipts or bills of lading, as specified.

1.4 REGULATORY AND SAFETY REQUIREMENTS

Comply with federal, state, and local hauling and disposal regulations. In addition to the requirements of the "Contract Clauses," safety requirements shall conform with ANSI A10.6.

1.5 DUST AND DEBRIS CONTROL

Prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Nuisance dust shall be controlled by water. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

1.6 PROTECTION

1.6.1 Traffic Control Signs

Where pedestrian and driver safety is endangered in the area of removal work, use traffic barricades with flashing lights. Notify the Contracting Officer prior to beginning such work.

1.6.2 Existing Work

Before beginning any demolition work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the

work. The Contractor shall take necessary precautions to avoid damage to existing items to remain in place, to be reused, or to remain the property of the Government; any damaged items shall be repaired or replaced as approved by the Contracting Officer. The Contractor shall coordinate the work of this section with all other work.

1.6.4 Trees

Trees within the project site which might be damaged during demolition, and which are to be left in place, shall be protected as approved by the Contracting Officer. Any tree designated to remain that is damaged during the work under this contract shall be replaced in kind or as approved by the Contracting Officer.

1.6.5 Facilities

Protect electrical and mechanical services and utilities. Contractor shall request locates and obtain clearances from utilities prior to any demolition work that may impact existing utilities.

1.7 BURNING

The use of burning at the project site for the disposal of refuse and debris will not be permitted.

1.8 RELOCATIONS

Perform the removal and reinstallation of relocated items as directed by the Contracting Officer with workmen skilled in the trades involved. Repair items to be relocated which are damaged or replace damaged items with new undamaged items as approved by the Contracting Officer.

1.9 REQUIRED DATA

Demolition plan shall include procedures for careful removal and disposition of materials specified to be salvaged, coordination with other work in progress, a detailed description of methods and equipment to be used for each operation and of the sequence of operations. The procedures shall provide for safe conduct of the work in accordance with EM 385-1-1.

1.10 ENVIRONMENTAL PROTECTION

The work shall comply with the requirements of Section 01411 ENVIRONMENTAL PROTECTION and Section 01000 SCOPE OF WORK.

1.11 USE OF EXPLOSIVES

Use of explosives will not be permitted.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 EXISTING FACILITIES TO BE REMOVED

3.1.1 Structures

Existing fencing structures described in Section 01000 SCOPE OF WORK shall be removed. Structures located on fence alignment shall be removed with prior approval of Contracting Officer. Removal of structures on fence alignment is subject to Contracting Officer's instructions and approval.

3.3 DISPOSITION OF MATERIAL

3.3.1 Title to Materials

Except where specified in other sections, all materials and equipment removed, and not reused, shall become the property of the Contractor and shall be removed from Government property. Title to materials resulting from demolition, and materials and equipment to be removed, is vested in the Contractor upon approval by the Contracting Officer of the Contractor's demolition and removal procedures, and authorization by the Contracting Officer to begin demolition. The Government will not be responsible for the condition or loss of, or damage to, such property after contract award. Materials and equipment shall not be viewed by prospective purchasers or sold on the site.

3.3.2 Salvaged Materials and Equipment

Contractor shall salvage items and material to the maximum extent possible. Material salvaged for the Contractor shall be stored as approved by the Contracting Officer and shall be removed from Government property before completion of the contract. Material salvaged for the Contractor shall not be sold on the site.

Salvaged items to remain the property of the Government shall be removed in a manner to prevent damage, and packed or crated to protect the items from damage while in storage or during shipment. Items damaged during removal or storage shall be repaired or replaced to match existing items. Containers shall be properly identified as to contents.

Historical items shall be removed in a manner to prevent damage. The following historical items shall be delivered to the Government for disposition: Corner stones, contents of corner stones, and document boxes wherever located on the site.

3.3.2 Unsalvageable Material

Concrete, masonry, and other noncombustible material, except concrete permitted to remain in place, shall be disposed of in the disposal area specified by contracting officer.

3.4 CLEANUP

Debris shall be removed and transported in a manner that prevents spillage on streets or adjacent areas. Local regulations regarding hauling and disposal shall apply.

END OF SECTION

SECTION 02231

CLEARING AND GRUBBING

PART 1 GENERAL

1.1 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-04 Samples

Tree wound paint

Submit samples in cans with manufacturer's label.

1.2 DELIVERY, STORAGE, AND HANDLING

Deliver materials to, store at the site, and handle in a manner which will maintain the materials in their original manufactured or fabricated condition until ready for use.

PART 2 PRODUCTS

2.1 TREE WOUND PAINT

Bituminous based paint of standard manufacture specially formulated for tree wounds.

PART 3 EXECUTION

3.1 PROTECTION

3.1.1 Roads and Walks

Keep roads and walks free of dirt and debris at all times.

3.1.2 Trees, Shrubs, and Existing Facilities

Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.

3.1.3 Utility Lines

Protect all existing utility lines from damage. Notify the Contracting Officer immediately of damage to or an encounter with an unknown existing utility line. The Contractor shall be responsible for requesting necessary utility line locates and obtaining clearances from all utilities prior to construction. The Contractor shall be responsible for the repairs of damage to existing utility lines that are made known to the Contractor prior to the start of clearing and grubbing operations.

3.2 CLEARING

Clearing width shall be 9.1 meters wide along the secure side of the fence on Army property. Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including downed timber, snags, brush, and rubbish occurring within the areas to be cleared. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the work per prior approval by Contracting Officer. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 40 mm or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches. Cuts more than 40 mm in diameter shall be painted with an approved tree-wound paint.

Mechanical clearing of vegetation in designated wetland areas shall occur during winter months to prevent wetland disturbance. Vegetation shall be cleared when a minimum of 152 mm of snow is on the ground and the ground is frozen a minimum depth of 300 mm.

During clearing and grubbing activities, prevent the spread of dust and debris and avoid the creation of a nuisance or hazard in the surrounding area. Nuisance dust shall be controlled by water. Do not use water if it results in hazardous or objectionable conditions such as, but not limited to, ice, flooding, or pollution.

3.3 TREE REMOVAL

Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots as specified in paragraph GRUBBING. Trees shall be disposed of as specified in paragraph DISPOSAL OF MATERIALS.

3.4 PRUNING

Prune trees designated to be left standing within the cleared areas of dead branches 38 mm or more in diameter; and trim branches to heights and in a manner as indicated by Contracting Officer. Neatly cut limbs and branches to be trimmed close to the bole of the tree or main branches. Paint cuts more than 32 mm in diameter with an approved tree wound paint.

3.5 GRUBBING

Grubbing width shall be 9.1 meters wide along the secure side of the fence along Army property. Grubbing shall consist of the removal and disposal of stumps, roots larger than 75 mm in diameter, and matted roots from the designated grubbing areas. Depressions made by grubbing shall be filled with onsite adjacent native material and compacted to make the surface conform with the original adjacent surface of the ground.

Contractor shall not perform grubbing activities in designated wetland areas.

3.6 DISPOSAL OF MATERIALS

3.6.1 Saleable Timber

All timber harvesting activities shall be coordinated through the Contracting Officer and the Bureau of Land Management, Anchorage District Field Office. The Contractor shall not remove any existing white spruce and paper birch trees where possible and shall coordinate this requirement through the Contracting Officer. All timber harvesting activities shall comply with the Fort Richardson Installation Timber Harvest Policy.

The Bureau of Land Management retains jurisdiction of all vegetative resources on the Fort Richardson Land Withdrawal. The Contractor shall obtain a permit from the Bureau of Land Management before removal of any trees or other vegetation from Fort Richardson land. Permits can be obtained from the Bureau of Land Management, Anchorage District Field Office located at 6881 Abbott Loop Road, Anchorage, AK 99507 Phone: (907)267-1290. The permit cost is \$100/acre of trees removed. Approximately 26 kilometers of the total fence alignment is treed or approximately 24 hectares (58 acres) along the fence alignment, including trees in 9.1 meter (30 foot) corridor to be cleared. Timber resources removed from the project site shall become the property of the Contractor. All timber resources removed for this project from Fort Richardson property shall be removed and disposed of offsite by the Contractor. As an alternative to disposing of all timber resources and woody vegetation offsite, the Contractor may choose to perform one of the following options:

- (1) The Contractor shall cut and chip all woody vegetation, including brush, tree saplings, and mature trees and leave wood chips in place on Fort Richardson property.
- (2) The Contractor shall cut and chip all woody vegetation, including brush, tree saplings, and mature trees 130 mm or less in diameter and leave the wood chips in place on Fort Richardson property. Trees greater than 130 mm in diameter shall be cut into 0.9 meter lengths and placed in established firewood cutting areas at Fort Richardson and shall be offered to firewood permit holders. The Contractor shall cut and chip all branches from trees greater than 130 mm in diameter.

3.6.2 Nonsaleable Materials

Logs, stumps, roots, brush, rotten wood, and other refuse from the clearing and grubbing operations, except for salable timber and firewood, shall be disposed of in the designated waste disposal area, except when otherwise directed in writing or if the Contractor chooses to perform option (1) or (2) stated above in 3.6.1 Saleable Timber. Such directive will state the conditions covering the disposal of such products and will also state the

areas in which they may be placed. Disposal of refuse and debris and any accidental loss or damage attendant thereto shall be the Contractor's responsibility.

END OF SECTION

SECTION 02821

FENCING

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 121; Rev 2004	(1999) Standard Specification for Zinc-Coated (Galvanized) Steel Barbed Wire
ASTM A 153/A 153M	(2003) Zinc Coating (Hot-Dip) on Iron and Steel Hardware
ASTM A 176	(1999) Stainless and Heat-Resisting Chromium Steel Plate, Sheet, and Strip
ASTM A 392	(2003) Zinc-Coated Steel Chain-Link Fence Fabric
ASTM A 478	(1997; R 2002) Chromium-Nickel Stainless Steel Weaving and Knitting Wire
ASTM A 491	(2003) Aluminum-Coated Steel Chain-Link Fence Fabric
ASTM A 666	(2000) Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar
ASTM A 780	(2001) Repair of Damaged and Uncoated Areas of Hot-Dipped Galvanized Coatings
ASTM A 824	(2001) Metallic-Coated Steel Marcellled Tension Wire for Use With Chain Link Fence
ASTM C 94/C 94M	(2003a) Ready-Mixed Concrete
ASTM D 4541	(2002) Pull-Off Strength of Coatings Using Portable Adhesion Testers
ASTM F 1043	(2000) Strength and Protective Coatings on Metal Industrial Chain-Link Fence Framework
ASTM F 1083	(1997; R 2003) Specification for Pipe, Steel, Hot-Dipped Zinc-Coated (Galvanized) Welded, for Fence Structures

ASTM F 567	(2003) Standard Practice for Installation of Chain-Link Fence
ASTM F 626	(1996a; R 2003) Fence Fittings
ASTM F 883	(1997) Padlocks
ASTM F 900	(2003) Industrial and Commercial Swing Gates

1.2 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Fencing; G

Statement, signed by an official authorized to certify on behalf of the manufacturer, attesting that the fencing and component materials meet the specified requirements.

PART 2 PRODUCTS

2.1 FENCE FABRIC

Fence fabric shall conform to the following:

2.1.1 Chain Link Fence Fabric

ASTM A 392, Class 1, zinc-coated steel wire with minimum coating weight of 34 grams of zinc per foot of coated surface, or ASTM A 491, Type I, aluminum-coated steel wire. Fabric shall be fabricated of 9 gauge wire woven in 50 mm mesh. Fabric height shall be 2.44 M. Fabric shall be twisted and barbed on the top selvage and knuckled on the bottom selvage.

2.2 GATES

ASTM F 900. Gate shall be the type shown and swing indicated by the Contracting Officer. Gate frames shall conform to strength and coating requirements of ASTM F 1083 for Group IA, steel pipe, with external coating Type A, nominal pipe size (NPS) 1-1/2. Gate frames shall conform to strength and coating requirements of ASTM F 1043, for Group IC, steel pipe with external coating Type A or Type B, nominal pipe size (NPS) 1-1/2. Gate fabric shall be as specified for chain link fabric. Gate leaves more than 2.44 m wide shall have either intermediate members and diagonal truss rods or shall have tubular members as necessary to provide rigid construction, free from sag or twist. Gate leaves less than 2.44 m wide shall have truss rods or intermediate braces. Gate fabric shall be attached to the gate frame as specified by ASTM F 567. Latches, hinges, stops, keepers, rollers, and other hardware items shall be furnished as required for the operation of the gate. Latches shall be arranged for padlocking so that the padlock will be accessible from both sides of the gate. Keepers shall be provided for holding the gates in the open position.

Moose gates shall be of the type shown in the State of Alaska Department of Transportation as built MOOSE FENCE DETAILS drawing at the end of this section.

2.3 POSTS

2.3.1 Metal Posts

Fence posts shall be either Group IA Schedule 40 steel pipe with external zinc coating Type A or Group IC steel pipe, zinc-coated with external coating Type A or Type B. The inside diameter of Group IA steel pipe for metal fence posts shall be 90 mm (3.548 in). The inside diameter of Group IC steel pipe for metal fence posts shall be 93 mm (3.680 in). Strength and coating requirements for Group IA posts shall conform to ASTM F 1083. Strength and coating requirements for Group IC posts shall conform to ASTM F 1043. Outside diameter of fence posts shall be as shown on the drawings. Line posts and terminal (corner, gate, and pull) posts selected shall be of the same designation throughout the fence. Gate post shall be for the gate type specified subject to the limitation specified in ASTM F 900.

2.4 BRACES AND RAILS

ASTM F 1083, zinc-coated, Group IA, steel pipe, size NPS 1-1/4. Group IC steel pipe, zinc-coated, shall meet the strength requirements of ASTM F 1043. Braces and rails shall be Group IA or Group IC, steel pipe, size NPS 1-1/4, size 42 mm and shall be zinc coated (Type A) conforming to the requirements of ASTM F 1043.

Pipe Rails shall be Group IA or Group IC, steel pipe, size NPS 1-1/4, outside diameters indicated on drawings and shall be zinc coated (Type A) conforming to the requirements of ASTM F 1043. The inside diameter of Group IA steel pipe rails 75 mm O.D. shall be 63 mm (2.469 in) and the inside diameter of Group IA steel pipe rails 65 mm O.D. shall be 53 mm (2.067 in). The inside diameter of Group IC steel pipe rails 75 mm O.D. shall be 65 mm (2.555 in) and the inside diameter of Group IC steel pipe rails 65 mm O.D. shall be 54 mm (2.115 in).

2.5 WIRE

2.5.1 Tension Wire

Tension wire shall be Type I or Type II, Class 2 coating, in accordance with ASTM A 824.

2.6 ACCESSORIES

ASTM F 626. Ferrous accessories shall be zinc or aluminum coated. Truss rods shall be furnished for each terminal post. Truss rods shall be provided with turnbuckles or other equivalent provisions for adjustment. Tie wire for attaching fabric to rails, braces, and posts shall be 9 gauge steel wire and match the coating of the fence fabric. Miscellaneous hardware coatings shall conform to ASTM A 153/A 153M unless modified.

2.7 CONCRETE

ASTM C 94/C 94M, using 19 mm maximum size aggregate, and having minimum compressive strength of 21 MPa at 28 days. Grout shall consist of one part portland cement to three parts clean, well-graded sand and the minimum amount of water to produce a workable mix.

2.8 LOCKS

Manually operated locks shall be placed on all gates. Locks shall be provided by the Government. Contractor shall provide lock shroud on all gates to protect lock shackle.

2.9 BARBED WIRE

Barbed wire shall conform to the requirements of ASTM A 121, class 3 zinc coated. The barbed wire shall be 3 strand, 15-1/2 gauge. Barbed wire shall have 4 point barbed type steel wire spaced 127 mm apart. The barbs shall be galvanized and shall be sharp and tightly wrapped about the uniformly twisted line wires. Barbed wire support arms shall be the single arm type and of the design required for the post furnished.

PART 3 EXECUTION

3.1 INSTALLATION

Fence shall be installed to the lines and grades indicated. The area on the secure side of the fence line shall be cleared to the extent specified in Specification Section 01000 SCOPE OF WORK. Line posts shall be spaced equidistant at intervals not exceeding 3 M (10 feet). Terminal (corner, gate, and pull) posts shall be set at abrupt changes in vertical and horizontal alignment. Fabric shall be continuous between terminal posts; however, runs between terminal posts shall not exceed 152 m. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.2 EXCAVATION

If fence post holes are excavated, post holes shall be cleared of loose material and waste material shall be spread where directed by Contracting Officer. The ground surface irregularities along the fence line shall be eliminated to the extent necessary to maintain a 50 mm clearance between the bottom of the fabric and finish grade.

3.3 POST INSTALLATION

3.3.1 Posts for Fence

Posts shall be set plumb and in alignment. Contractor proposed foundation design and installation method of line posts shall be submitted by the Contractor to the Government for approval. Designs and methods shall comply with contract requirements. Foundation design and installation shall be appropriate for arctic conditions, including but not limited to measures to prevent frost heave of fence foundations. Fence line posts located in designated wetland areas shall be pile driven in the winter when the ground is frozen a minimum depth of 300mm. See Specification Section 01000 Scope of Work for additional requirements.

3.4 RAILS

3.4.1 Top Rail

Top rail shall be supported at each post to form a continuous brace between terminal posts. Where required, sections of top rail shall be joined using sleeves or couplings that will allow expansion or contraction of the rail. Top rail shall be installed as indicated on the drawings.

3.4.2 Pipe Rail Fence Rails

Pipe Rail Fence rails shall be attached to fence line posts by welding, size and type as indicated on the drawings. Any damage to galvanized surfaces, including welding, shall be repaired with paint containing zinc dust in accordance with ASTM A 780.

3.5 BRACES AND TRUSS RODS

Braces and truss rods shall be installed as indicated and in conformance with the standard practice for the fence furnished. Horizontal (compression) braces and diagonal truss (tension) rods shall be installed on fences over 1.8 m in height. A center brace or 2 diagonal truss rods shall be installed on 3.7 m fences. Braces and truss rods shall extend from terminal posts to line posts. Diagonal braces shall form an angle of approximately 40 to 50 degrees with the horizontal.

3.6 TENSION WIRES

Bottom tension wire shall be installed within the bottom 150 mm of the installed fabric. Tension wire shall be pulled taut and shall be free of sag.

3.7 CHAIN LINK FABRIC

Chain link fabric shall be installed on the side of the post indicated. Fabric shall be attached to terminal posts with stretcher bars and tension bands. Bands shall be spaced at approximately 380 mm intervals. The fabric shall be installed and pulled taut to provide a smooth and uniform appearance free from sag, without permanently distorting the fabric diamond or reducing the fabric height. Fabric shall be fastened to line posts at approximately 380 mm intervals and fastened to all rails and tension wires at approximately 305 mm intervals. Fabric shall be cut by untwisting and removing pickets. Splicing shall be accomplished by weaving a single picket into the ends of the rolls to be joined. The bottom of the installed fabric shall be 50 mm plus or minus 13 mm above the ground.

3.8 BARBED WIRE SUPPORTING ARMS AND BARBED WIRE

3.8.1 General Requirements

Barbed wire supporting arms and barbed wire shall be installed as indicated and as recommended by the manufacturer. Supporting arms shall be anchored with 9.5 mm diameter plain pin rivets or, at the Contractor's option, with studs driven by low-velocity explosive-actuated tools. A minimum of two studs per support arm shall be used. Barbed wire shall be pulled taut and

attached to the arms with clips or other means that will prevent easy removal.

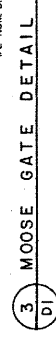
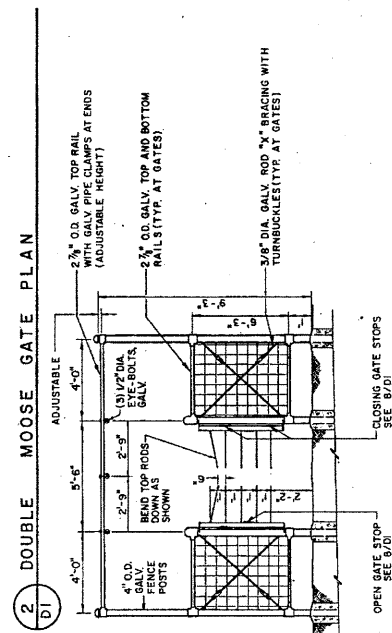
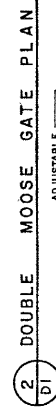
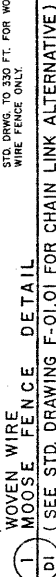
3.9 GATE INSTALLATION

Gates shall be installed at the locations indicated by the Contracting Officer. Hinged gates shall be mounted to swing the direction indicated by Contracting Officer. Latches, stops, and keepers shall be installed as required. Padlocks shall be attached to gates or gate posts with chains. Hinge pins, and hardware shall be welded or otherwise secured to prevent removal. Gate frame shall be constructed to meet the profile of the road to meet clearance requirements. Steel Pipe Swing Gates with 3 meter and 4.5 meter spans shall each have a galvanized steel post installed to lock the gates open to when gate is fully opened.

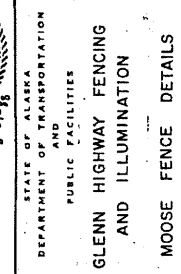
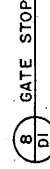
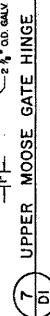
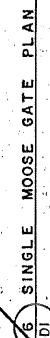
3.10 GROUNDING

Fences crossed by overhead powerlines in excess of 600 volts shall be grounded as specified in Section 13100A LIGHTNING PROTECTION SYSTEM. Fences shall be grounded on each side of all gates, at each corner, at the closest approach to each building located within 15 m of the fence, and where the fence alignment changes more than 15 degrees. Grounding locations shall not exceed 198 m. Each gate panel shall be bonded with a flexible bond strap to its gate post. Fences crossed by powerlines of 600 volts or more shall be grounded at or near the point of crossing and at distances not exceeding 45 m on each side of crossing. Ground conductor shall consist of No. 8 AWG solid copper wire. Grounding electrodes shall be 19 mm by 3.0 m long copper-clad steel rod. Electrodes shall be driven into the earth so that the top of the electrode is at least 152 mm below the grade. Where driving is impracticable, electrodes shall be buried a minimum of 305 mm deep and radially from the fence. The top of the electrode shall be not less than 610 mm or more than 2.4 m from the fence. Ground conductor shall be clamped to the fence and electrodes with bronze grounding clamps to create electrical continuity between fence posts, fence fabric, and ground rods. After installation the total resistance of fence to ground shall not be greater than 25 ohms. When the required ground resistance is not met, additional electrodes shall be provided interconnected with grounding conductors to achieve the specified ground resistance. The additional electrodes will be up to three, 3.0 m rods spaced a minimum of 3.0 m apart. If the resultant resistance exceeds 25 ohms measured not less than 48 hours after rainfall, the Contracting Officer shall be notified immediately.

ADDENDUM NO. 3
ATTACHMENT NO. 3



- 5 TYPICAL MOOSE GATE ELEVATION



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SECTION 13100

LIGHTNING PROTECTION SYSTEM

PART 1 GENERAL

1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

NATIONAL FIRE PROTECTION ASSOCIATION (NFPA)

NFPA 70 (2002) National Electrical Code

NFPA 780 (2000) Installation of Lightning Protection Systems

UNDERWRITERS LABORATORIES (UL)

UL 467 (1993; Rev thru Feb 2001) Grounding and Bonding Equipment

UL 96 (1994; Rev thru Jan 2000) Lightning Protection Components

UL 96A (2001) Installation Requirements for Lightning Protection Systems

UL Elec Const Dir (2003) Electrical Construction Equipment Directory

1.2 GENERAL REQUIREMENTS

1.2.1 Verification of Dimensions

The Contractor shall become familiar with all details of the work, verify all dimensions in the field, and shall advise the Contracting Officer of any discrepancy before performing the work. No departures shall be made without the prior approval of the Contracting Officer.

1.2.2 System Requirements

The system furnished under this specification shall consist of the standard products of a manufacturer regularly engaged in the production of lightning protection systems and shall be the manufacturer's latest UL approved design. The lightning protection system shall conform to NFPA 70 and NFPA 780, UL 96 and UL 96A, except where requirements in excess thereof are specified herein.

1.3 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office

that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

SD-07 Certificates

Materials;

Where material or equipment is specified to comply with requirements of UL, proof of such compliance. The label of or listing in UL Elec Const Dir will be acceptable evidence. In lieu of the label or listing, a written certificate from an approved nationally recognized testing organization equipped to perform such services, stating that the items have been tested and conform to the requirements and testing methods of Underwriters Laboratories may be submitted.

PART 2 PRODUCTS

2.1 MATERIALS

2.1.1 General Requirements

No combination of materials shall be used that form an electrolytic couple of such nature that corrosion is accelerated in the presence of moisture unless moisture is permanently excluded from the junction of such metals. Where unusual conditions exist which would cause corrosion of conductors, conductors with protective coatings or oversize conductors shall be used. Where a mechanical hazard is involved, the conductor size shall be increased to compensate for the hazard or the conductors shall be protected by covering them with molding or tubing made of wood or nonmagnetic material. When metallic conduit or tubing is used, the conductor shall be electrically connected at the upper and lower ends.

2.1.2 Ground Rods

Rods made of copper-clad steel shall conform to UL 467. Ground rods shall be not less than 19.1 mm (3/4 inch) in diameter and 3.048 m (10 feet) in length. Ground rods of copper-clad steel, stainless steel, galvanized ferrous, and solid copper shall not be mixed on the job.

2.1.3 Connectors

Clamp-type connectors for splicing conductors shall conform to UL 96, class as applicable, and, Class 2, style and size as required for the installation.

2.1.4 Lightning Protection Components

Lightning protection components, such as clips and fasteners shall conform to UL 96, classes as applicable.

PART 3 EXECUTION

3.1 INTEGRAL SYSTEM

3.1.1 General Requirements

The lightning protection system shall consist of ground connections, and grounds, electrically interconnected to form the shortest distance to ground.

3.2 FENCES

Except as indicated below, metal fences that are electrically continuous with metal posts extending at least 600 mm into the ground require no additional grounding. Other fences shall be grounded on each side of every gate. Fences shall be grounded by means of ground rods every 300 to 450 m of length when fences are located in isolated places, and every 150 to 225 m when in proximity (30 m or less) to public roads, highways, and buildings. The connection to ground shall be made from the post where it is of metal and is electrically continuous with the fencing. All metal fences shall be grounded at or near points crossed by overhead lines in excess of 600 volts and at distances not exceeding 45 m on each side of line crossings. See Specifications Section 02821 Fencing for additional grounding requirements.

3.3 INSPECTION

The lightning protection system will be inspected by the Contracting Officer to determine conformance with the requirements of this specification. No part of the system shall be concealed until so authorized by the Contracting Officer.

END OF SECTION

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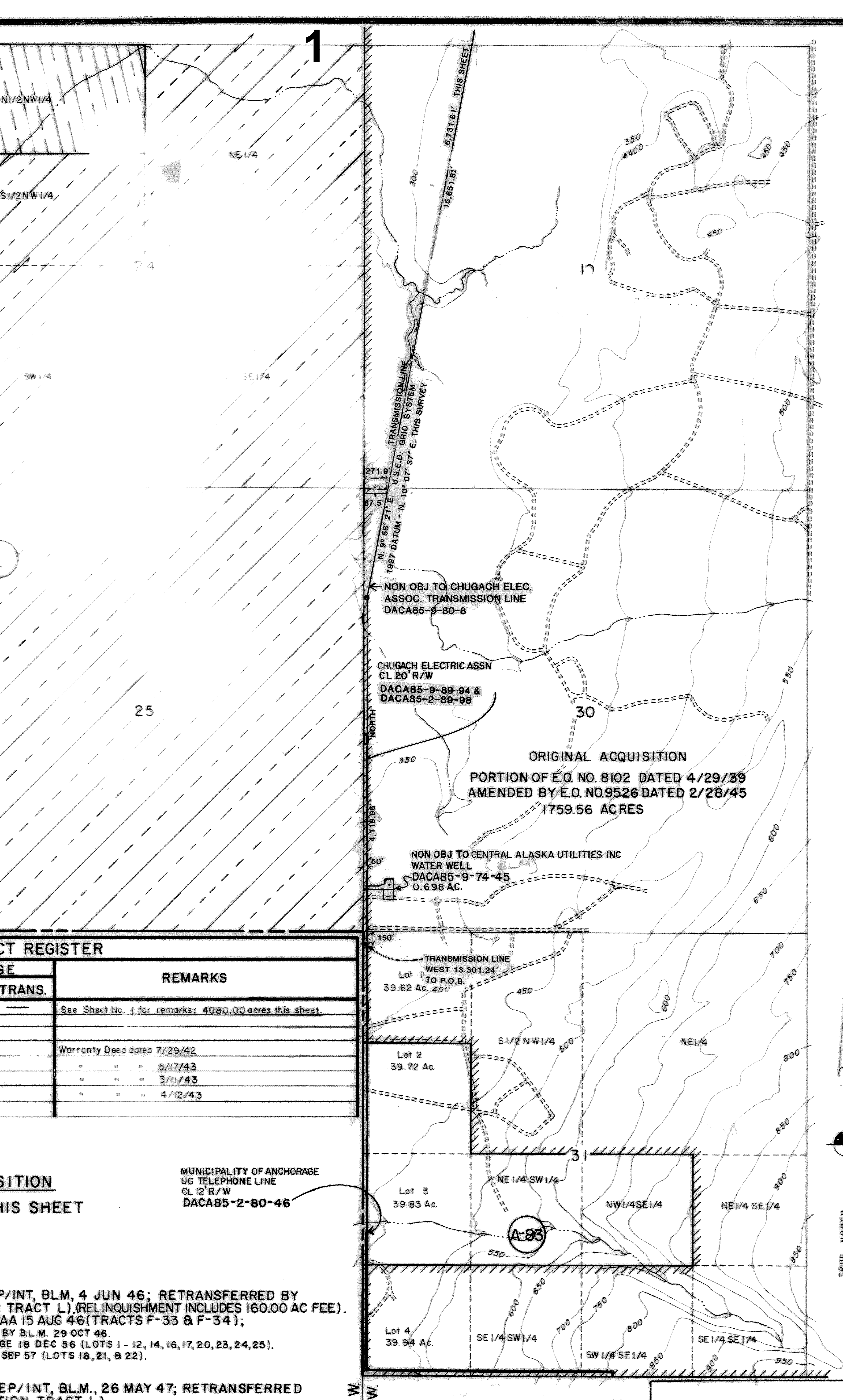
04040/11

Installation Boundary Fenceing, Ft. Richardson, Ak.

APPENDIX A

Right-of-Way Documents

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1

NE 1/2 NW 1/4

NE 1/4

SE 1/2 NW 1/4

SW 1/4

SE 1/4

25

30

ORIGINAL ACQUISITION
PORTION OF E.O. NO. 8102 DATED 4/29/39
AMENDED BY E.O. NO. 9526 DATED 2/28/45
1759.56 ACRES

NON OBJ TO CHUGACH ELEC.
ASSOC. TRANSMISSION LINE
DACA85-9-80-8

CHUGACH ELECTRIC ASSN
CL 20' R/W
DACA85-9-89-94 &
DACA85-2-89-98

NON OBJ TO CENTRAL ALASKA UTILITIES INC
WATER WELL
DACA85-9-74-45
0.698 AC.

CT REGISTER

SE	REMARKS
TRANS.	
	See Sheet No. 1 for remarks; 4080.00 acres this sheet.
	Warranty Deed dated 7/29/42
	" " " 5/17/43
	" " " 3/11/43
	" " " 4/12/43

SITION

IS SHEET

MUNICIPALITY OF ANCHORAGE
UG TELEPHONE LINE
CL 12' R/W
DACA85-2-80-46

TRANSMISSION LINE
WEST 13,301.24'
TO P.O.B.
39.62 Ac.

Lot 2
39.72 Ac.

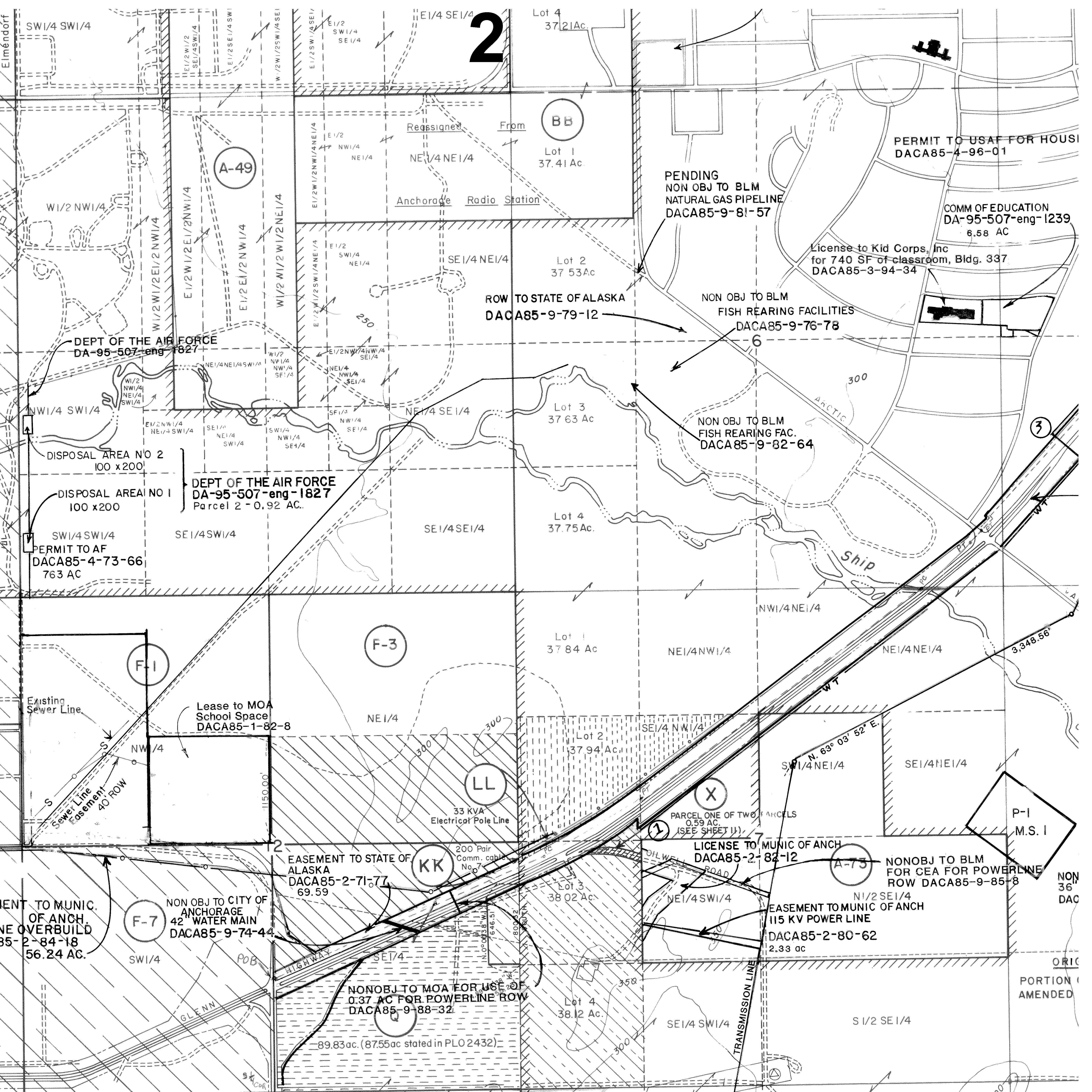
Lot 3
39.83 Ac.

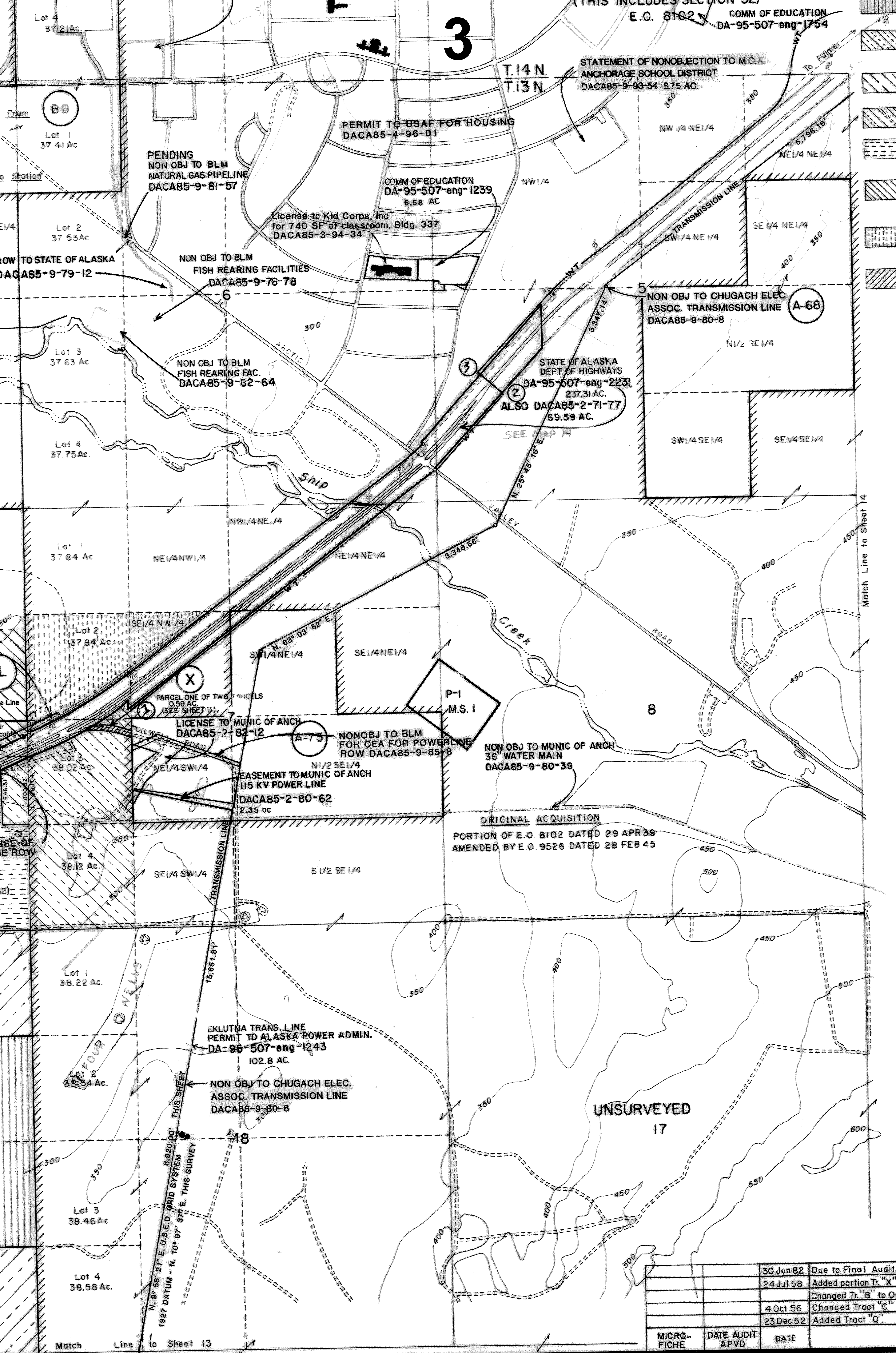
Lot 4
39.94 Ac.

A-83

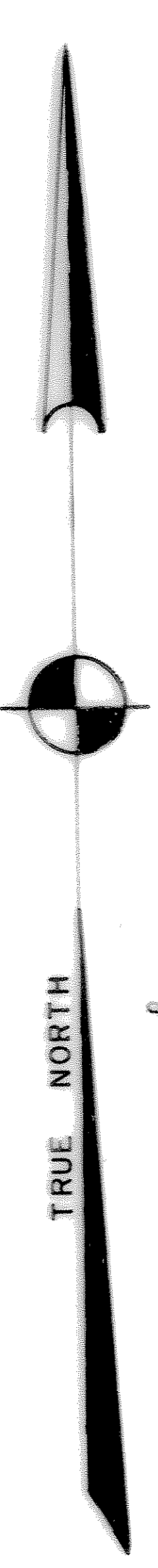
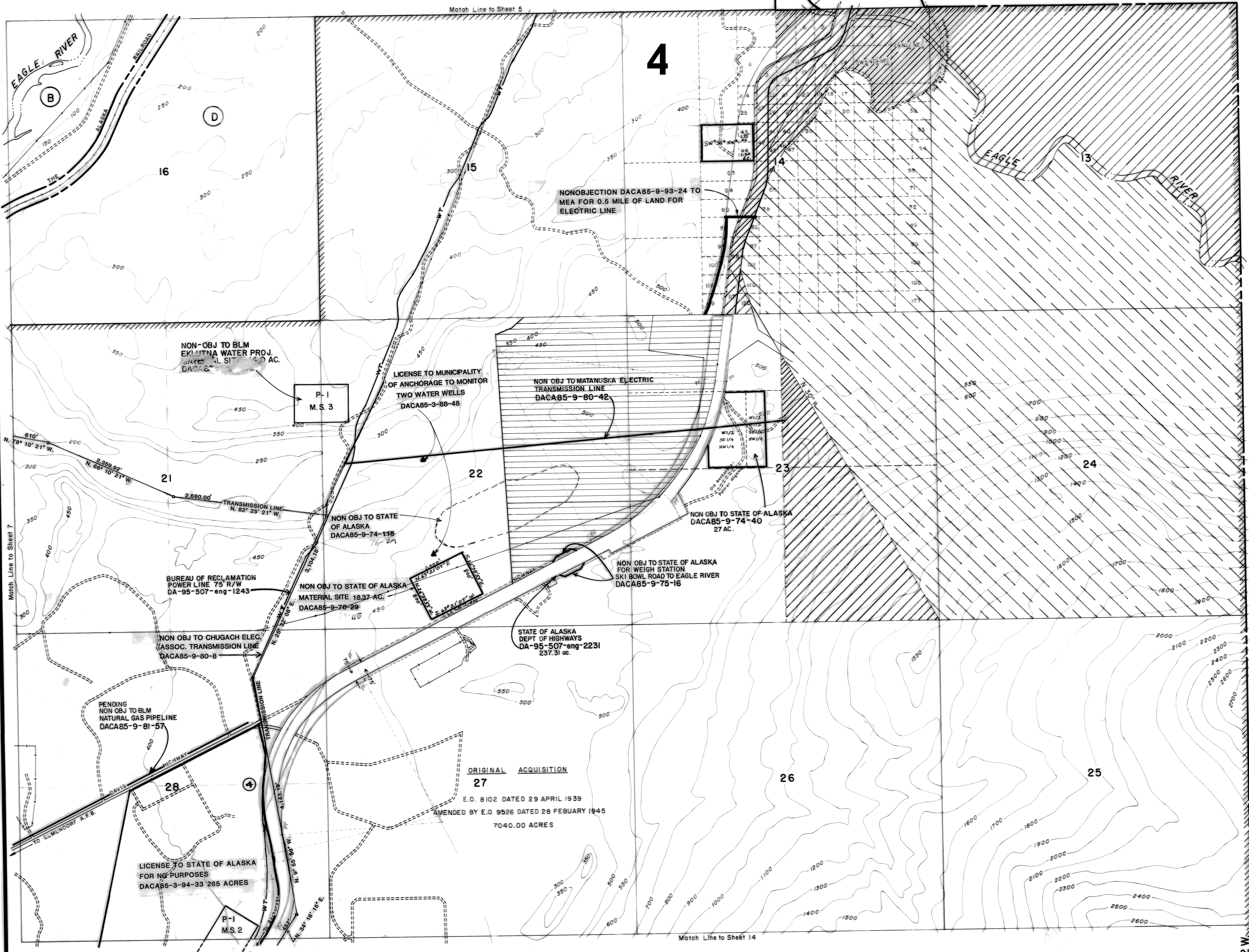
P/INT, BLM, 4 JUN 46; RETRANSFERRED BY
TRACT L). (RELINQUISHMENT INCLUDES 160.00 AC FEE).
AA 15 AUG 46 (TRACTS F-33 & F-34);
BY B.L.M. 29 OCT 46.
GE 18 DEC 56 (LOTS 1 - 12, 14, 16, 17, 20, 23, 24, 25).
SEP 57 (LOTS 18, 21, & 22).

EP/INT, BLM., 26 MAY 47; RETRANSFERRED
ION TRACT 1)





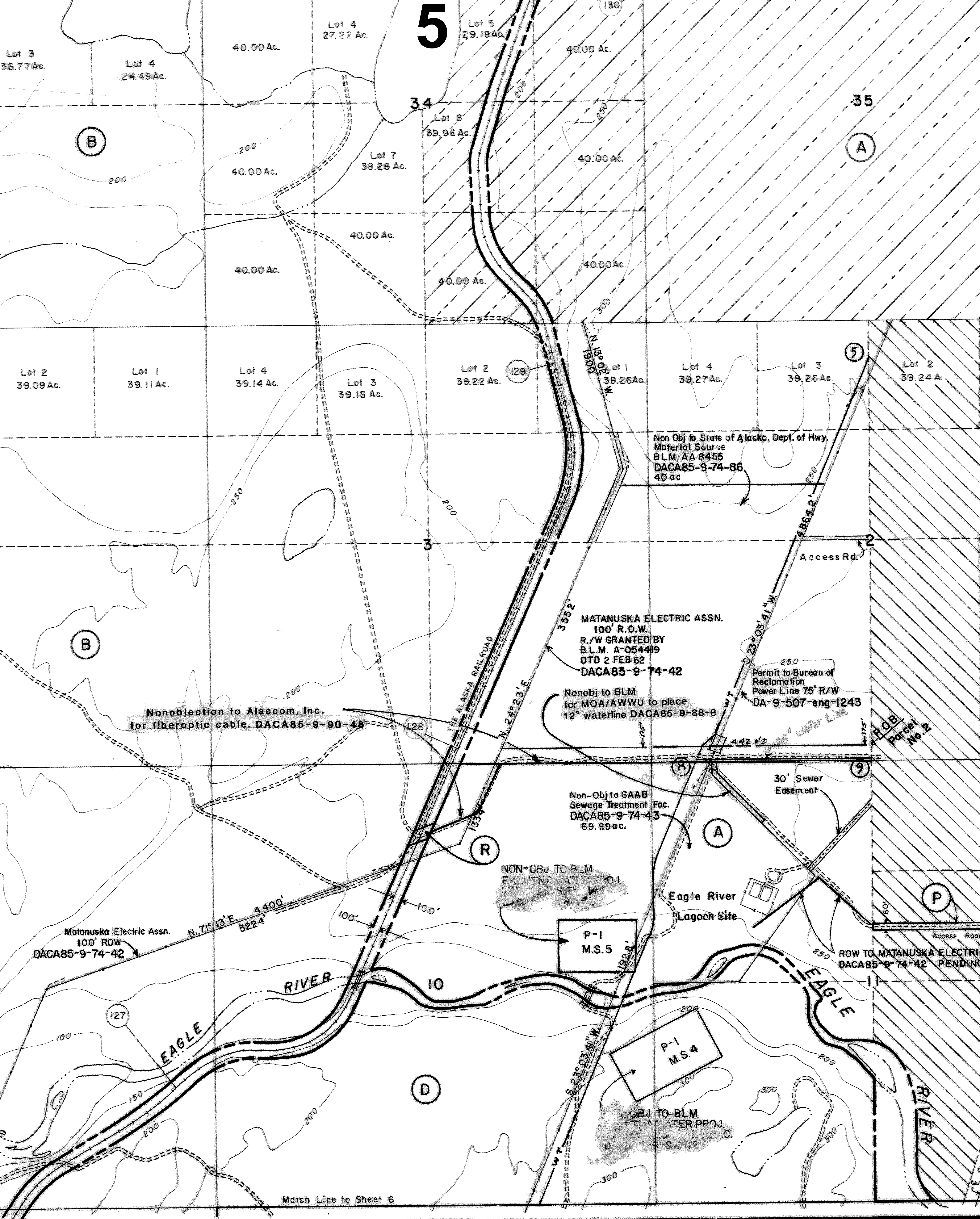
		30 Jun 82	Due to Final Audit
		24 Jul 58	Added portion Tr. "X"
			Changed Tr. "B" to O
		4 Oct 56	Changed Tract "C"
		23 Dec 52	Added Tract "Q"
MICRO-FICHE	DATE AUDIT	APVD	DATE



S. M.

ORIGINAL ACQUISITION
E.O. 8102, 7040.00

ORIGINAL ACQUISITION
27
E.O. 8102 DATED 29 APRIL 1939
AMENDED BY E.O. 9526 DATED 28 FEBRUARY 1945
7040.00 ACRES



PARTIALLY SURVEYED TOWNSHIP 13 NORTH, RANGE 2 WEST OF THE SEWARD MERIDIAN, ALASKA

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

MTP

FOR ORDERS EFFECTING DISPOSAL OR USE OF UN-
IDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION
MINERALS, WATER AND/OR OTHER PUBLIC PURPOSES
REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

EO 8102 2/29/1939 Wdl Mil Res entire Tp Excl Pat Lds

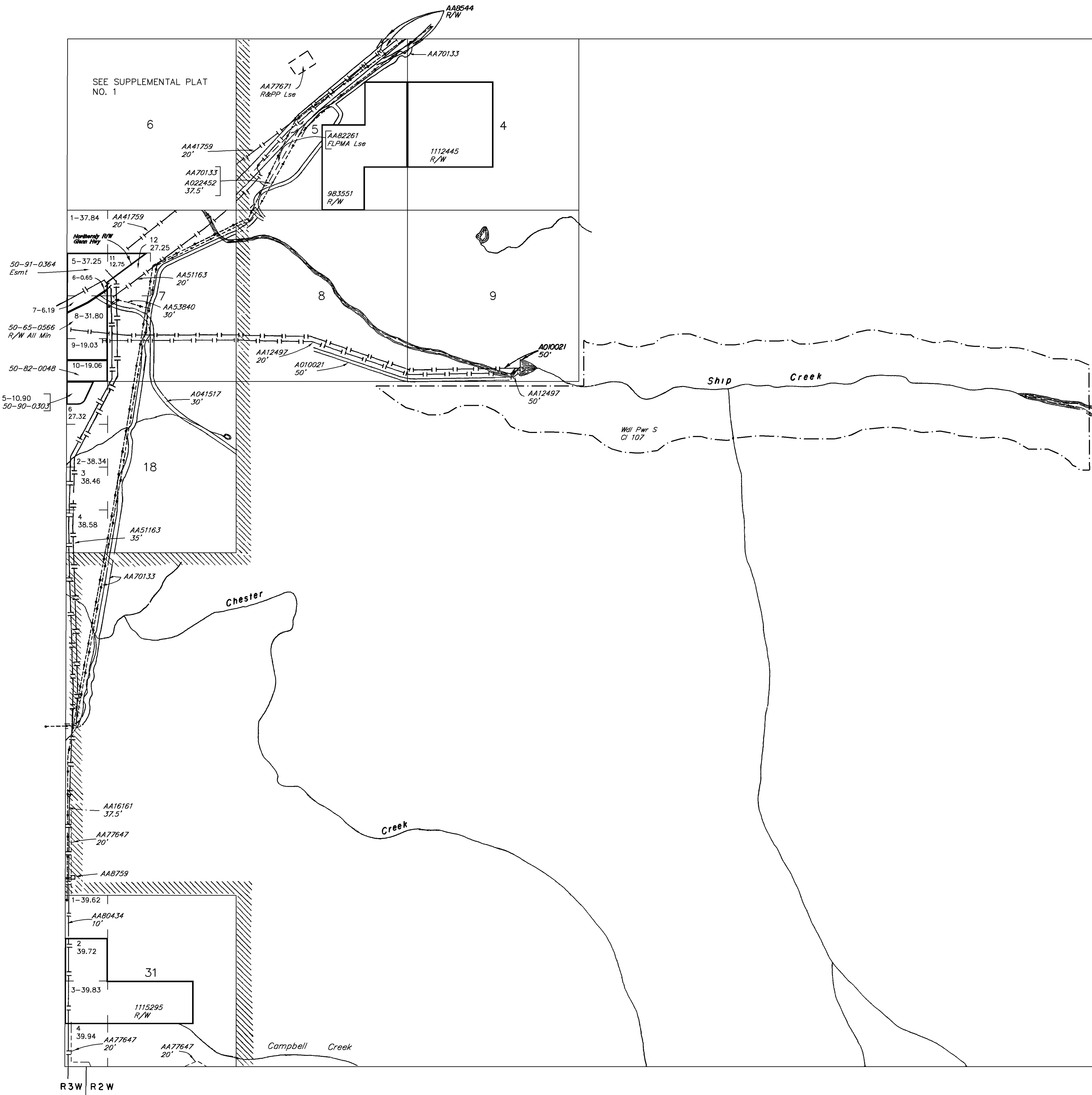
A058730 SS ME entire Tp

PLO 5186 Wdl CI & Public Interest affects Lds/Interests
not conveyed

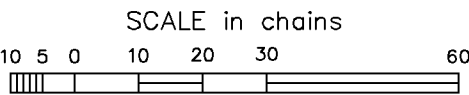
PLO 5186 Wdl CI & Public Interest affects Lds/Interests
AA8098-35 Reg Sel affects entire Tp Excl:
Sec 7: Lot 10

AA21459 SS Amdt PL 96-487 Sec 906(e) Top Filed

AA78455 10' W/1 Sec 18: Lots 3 & 4



R3W R2W



WARNING:
This plat is the Bureau's Record of Title, and should be used
only as a graphic display of the township survey data. Rec-
ords hereon do not reflect title changes which may have been
effected by lateral movements of rivers or other bodies of water.
Refer to the cadastral surveys for official survey information.

Lot 61°09'49"N
Long 149°32'38.1"W

CURRENT TO		Sew Mer
2-28-2002		T 13 N
		R 2 W

>

SURVEYED TOWNSHIP 13 NORTH,RANGE 2 WEST OF THE SEWARD MERIDIAN,ALASKA

STATUS OF PUBLIC DOMAIN LAND AND MINERAL TITLES

MTP
SUPPL SEC 6

NO 1

INDEX TO SEGREGATED TRACTS

RESURVEY		ORIGINAL SURVEY		
TRACT NO	T	R	SEC	SUBDIVISION

FOR ORDERS EFFECTING DISPOSAL OR USE OF UN-
IDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION
MINERALS, WATER AND/OR OTHER PUBLIC PURPOSES
REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

Lands classified prospectively valuable for O&G as of
4/22/1957

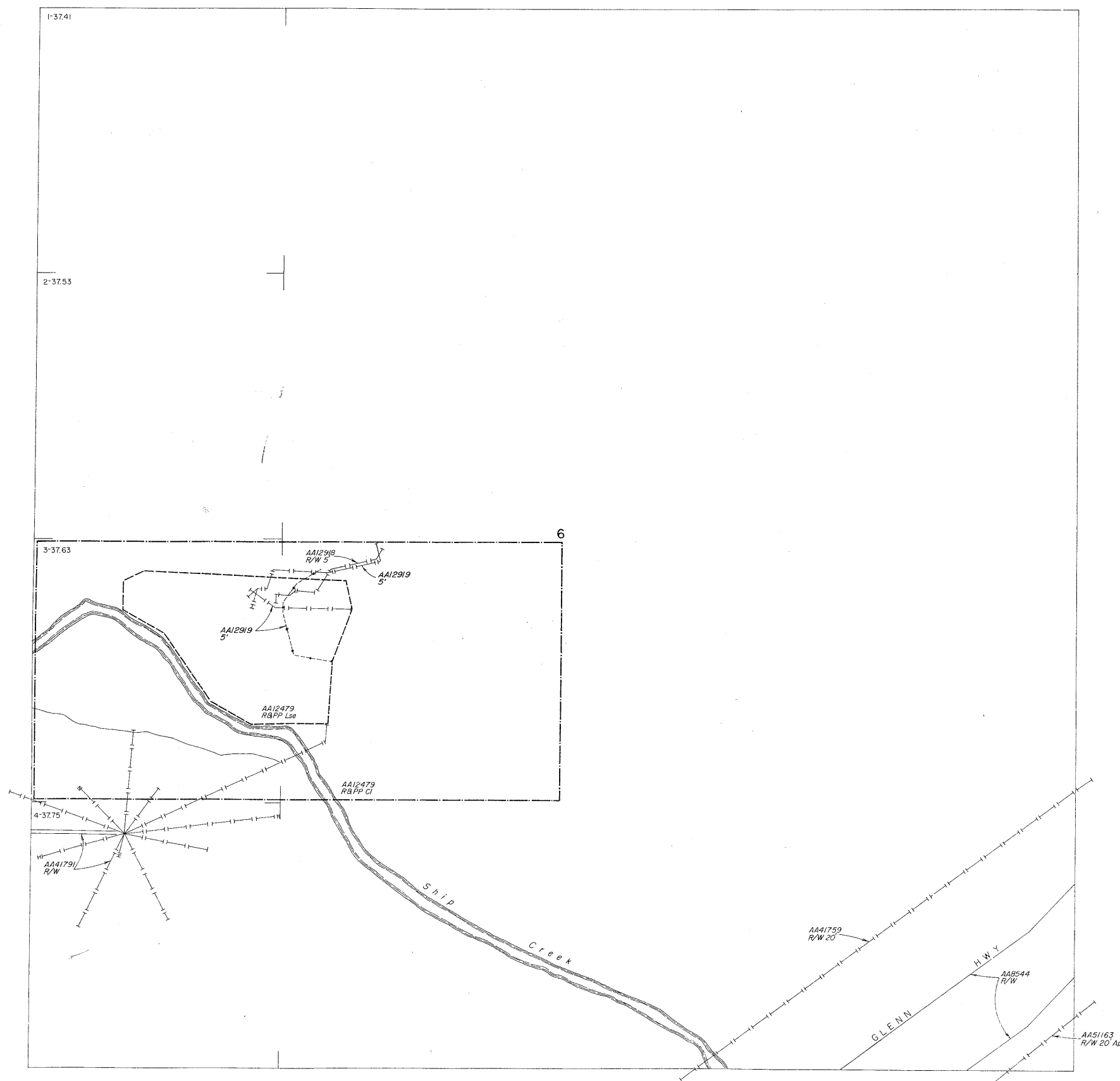
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A058730 SS ME entire Tp

PLO 5186 3/16/1972 Wdl entire Tp CI & Public Interest

AA8098-35 Reg/Sel Apln entire Tp

AAI2482-EE Esmt pursuant to Sec 17(b)(3) PL 92-203
12/18/1971 Cook Inlet



WARNING:
THIS PLAT IS THE BUREAU'S RECORD OF TITLE AND SHOULD BE USED ONLY AS A GRAPHIC DISPLAY OF TOWNSHIP SURVEY DATA. RECORDS HEREON DO NOT REFLECT TITLE CHANGES WHICH MAY HAVE BEEN EFFECTED BY LATERAL MOVEMENTS OF RIVERS OR OTHER BODIES OF WATER REFER TO THE CADASTRAL SURVEY FOR OFFICIAL SURVEY INFORMATION.

NO 1

☐ Sew Mer

T 13 N

R 2 W

CURRENT TO	
2-20-1997	

PROTRACTION DIAGRAM NO. S13-1 OFFICIALLY FILED 11/16/1959

MTP
SUPPL SEC 11

FOR ORDERS EFFECTING DISPOSAL OR USE OF UN-
IDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION
MINERALS, WATER AND/OR OTHER PUBLIC PURPOSES
REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

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AA6187 Esmt Deed RCA 25':

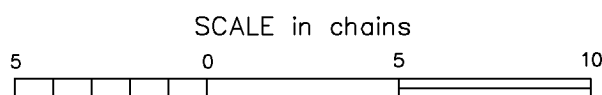
AA8098-35 Reg/Sel ApIn:
Sec 11: W1/2

PLO 5184 Wdl Cl affects Lds/Interests not conveyed

PL 96-487 Sec 1425 Wdl NALA

AA57929 Iditarod Natl Historic Trail affects this Suppl

AA61777 SS Amtdt PL 96-487 Sec 906(e) Top Filed



WARNING:
This plot is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records hereon do not reflect title changes which may have been effected by lateral movements of rivers or other bodies of water. Refer to the cadastral surveys for official survey information.

CURRENT TO	IDIT	Sew Mer	
10-16-2002		T 14 N	P > P
		R 2 W	

PROTRACTION DIAGRAM NO. S13-1 OFFICIALLY FILED 11/16/1959

MTP

Subj to 150' Esmt (Glenn Hwy) Act of 8/11/1956
and PLO 1613

Lds Cl prospectively valuable for OG as of 4/22/1957
Excl Secs 1, 11-14, 23-28, 33-36

A58730 SS ME entire Tp

PL 92-203 Wdl AA6661, Lds W/I AA6661-B

PL 92-203 Wdl AA8485

AA6187 Esmt Deed RCA 25':

Sec 1: W1/2SW1/4, NW1/4

Sec 2: E1/2SW1/4

Sec 11: Lots 65, 77-81, NE1/4NE1/4

Sec 14: 4, 9, 10, 2

Sec 19-23: M & B

448008 75 Dae /Cal. 4-1/2.

Sec 2: Lots 3 4 S1/2NW1/4 SW1/4

Sec 2. 20

Sec 3-10

Sec 11: W

Sec 14: Lots 8 24 25 43 44 63 64 80 81

99. 100. 1

W1/2E1/2NW1/4, W1/2W1/2

Sec 15-22

Sec 23: W

Sec 25-36

PLO 5184 Wdl

DL 06 183 C- 1425 W-6 A/A/L 1

PL 90-407 31

AA50585 NAL

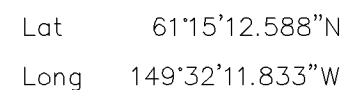
AA55129 ARTA Exclusive Lic PL 97-468

Sec 3, 9, 10, 16, 17, 19

Amdt B/W 4425016 (Guy Anchors) affects approx

72 A W/1 Secs 14 15 & 22

INDEX CONTINUED..SEE SUPPL PLAT NO. 3



CURRENT TO	IDIT	Sew Mer	
11-19-2003		T 14 N	P >
		R 2 W	

SCALE in chains

WARNING:
This plat is the Bureau's Record of Title, and should be used only as a graphic display of the township survey data. Records hereon do not reflect title changes which may have been effected by lateral movements of rivers or other bodies of water. Refer to the cadastral surveys for official survey information.

STATUS OF PUBLIC DOMAIN
LAND AND MINERAL TITLES

NO 2

[illegible]

FOR ORDERS EFFECTING DISPOSAL OR USE OF UNIDENTIFIED LANDS WITHDRAWN FOR CLASSIFICATION MINERALS, WATER AND/OR OTHER PUBLIC PURPOSES REFER TO INDEX OF MISCELLANEOUS DOCUMENTS.

Subj to 150' & Esmt (Glenn Hwy) Act of 8/1/1956 and
PLO 1613 4/7/1958

A058730 SS ME entire Tp

AA6187 Esmt Deed RCA 25':
Sec 14: Lots 4, 9, 10, 23, 42, 62, 79, 98, 117

AA8098-35 Reg/Sel Apl:
 Sec 14: Lots 8, 24, 25, 43, 44, 63, 64, 80, 81
 99, 100, 118, 119, NE1/4NE1/4NW1/4, W1/2E1/2NW1/4
 W1/2W1/2

PLO 5184 Wdl Cl affects Lds/interest not conveyed

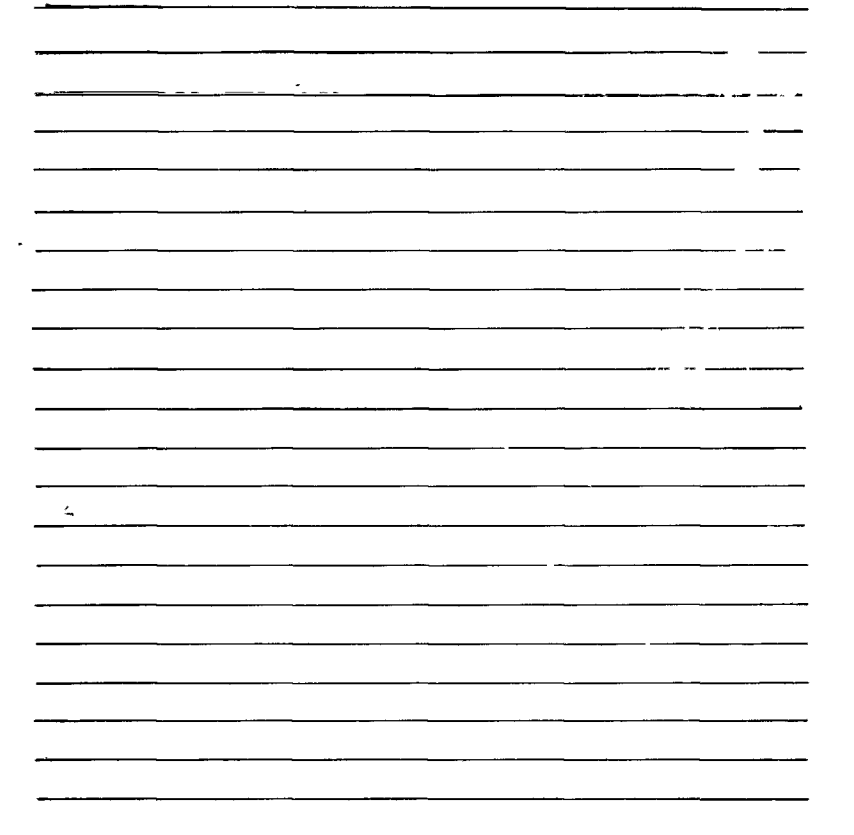
PL 96-487 Sec 1425 Wdl NALA

AA50585 NALA affects this Suppl

AA57929 Iditarod National Historic Trail affects this Suppl

AA61777 SS Amdt/PL 96-487 Sec. 906(e), Top Filed

Amended R/W AA25016 (Guy Anchors) affects approximately
.72 acre within Secs 14, 15, & 22



NO 2

Sew Mer

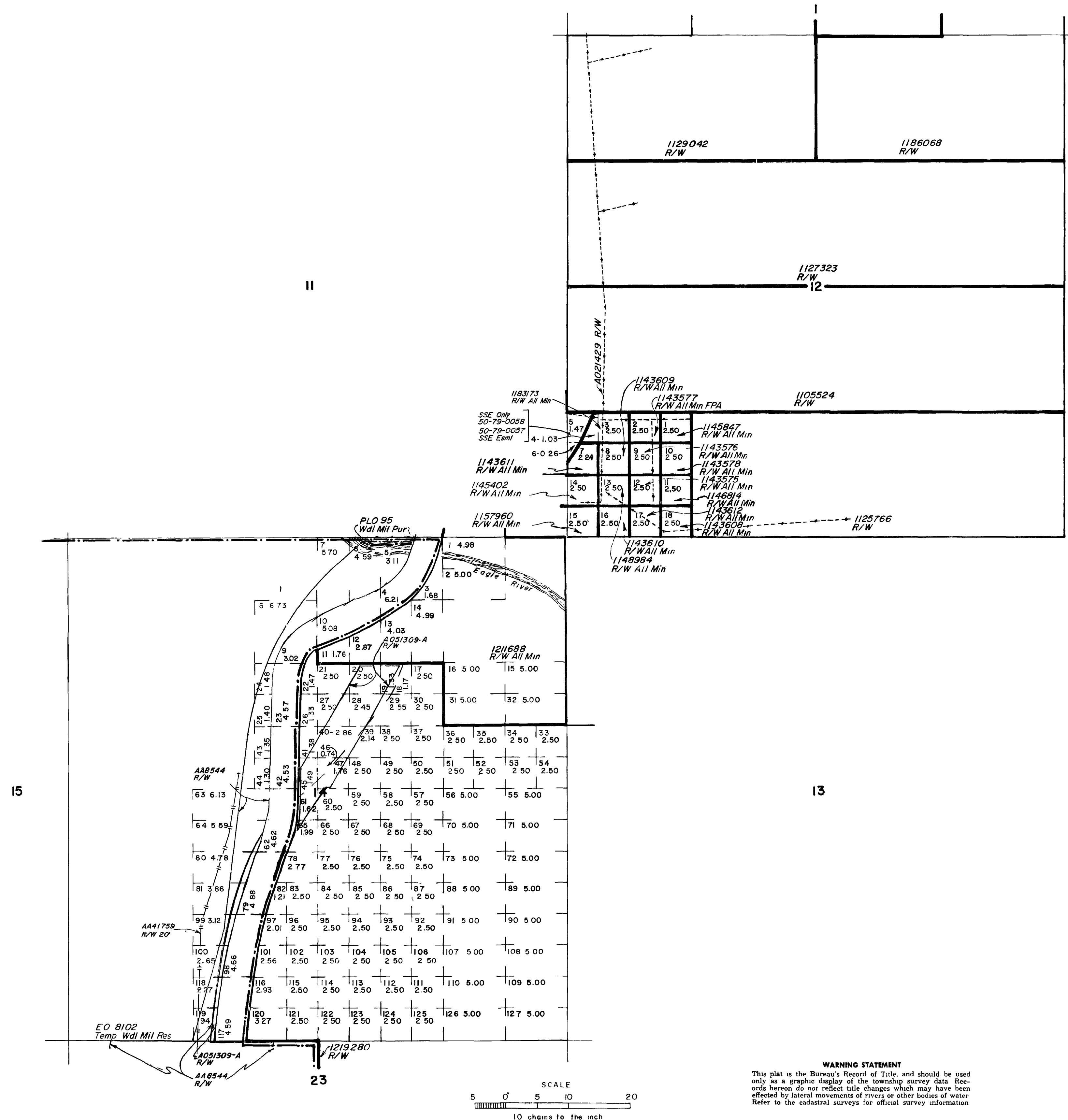
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WARNING STATEMENT

WARNING STATEMENT

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CURRENT TO	IDIT
11-6-1998	



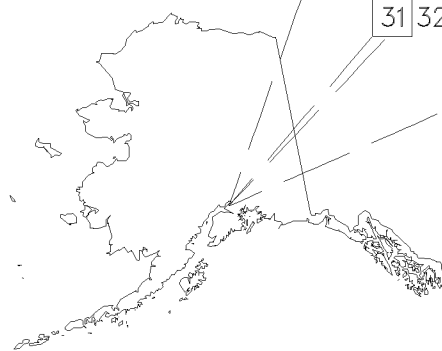
TOWNSHIP 13N RANGE 2W OF THE SEWARD MERIDIAN, ALASKA

LEGEND

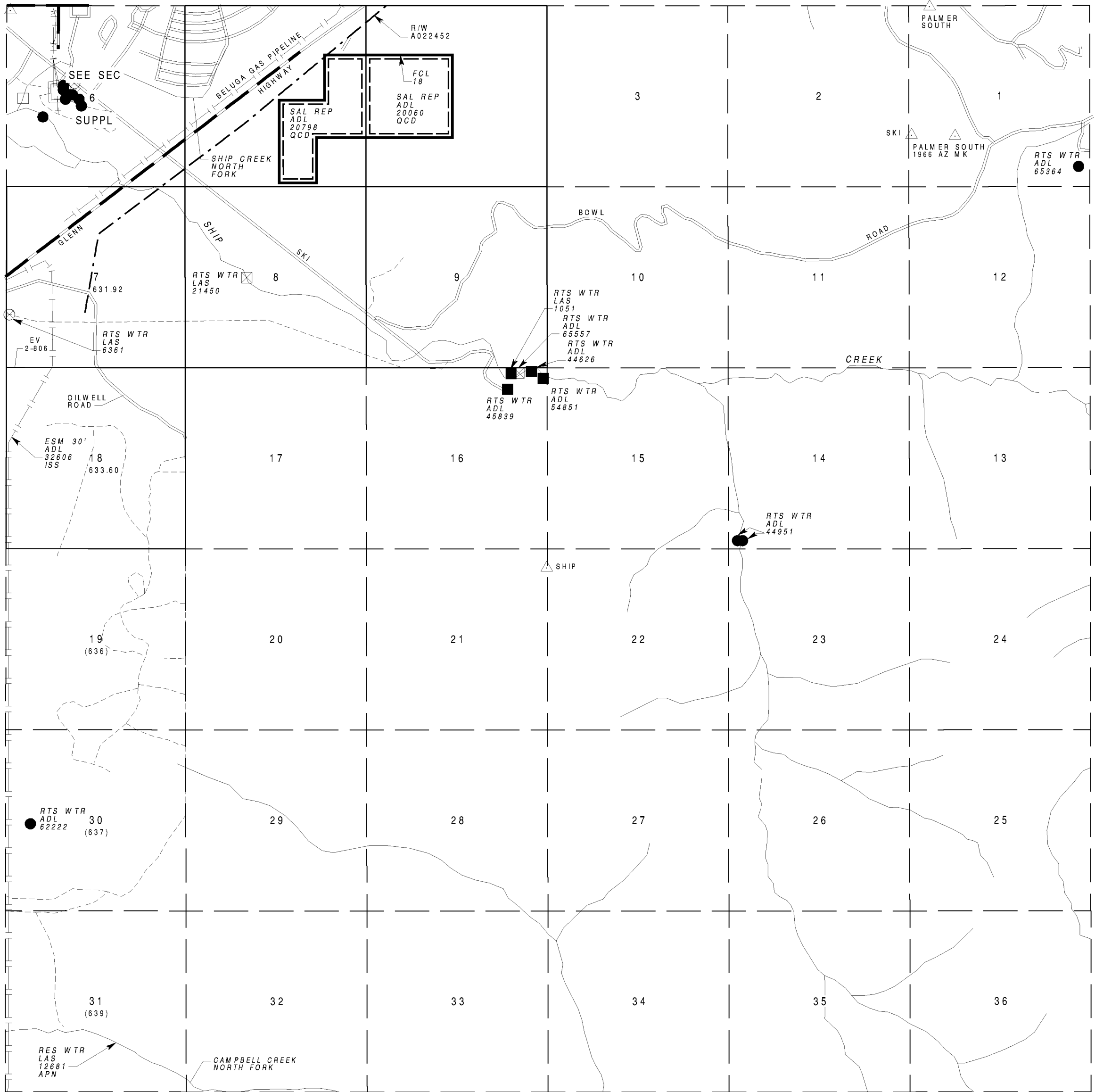
- BASE INFORMATION**
- HYDROGRAPHY
 - SURVEY LINE
 - SURVEY LOT LINE
 - TOWNSHIP/SECTION GRID
 - 1/4 SECTION LINE
 - HIGHWAY
 - ROAD
 - TRAIL
 - RAILROAD
 - ELECTRICAL POWER LINE
 - TELEPHONE LINE
 - PIPELINE
 - AIRPORT/LANDING STRIP
 - HORIZONTAL CONTROL
 - CONTROL MONUMENT

- STATUS INFORMATION**
- TITLE
 - BOUNDARY
 - CLASSIFICATION
 - DISPOSAL
 - MUNICIPAL
 - RESTRICTION
 - FEDERAL ACTION
 - MENTAL HEALTH TRUST
 - LIMITS OF ACTION
 - NAVIGATIONAL AID
 - CABIN PERMIT
 - TRAPPING CABIN PERMIT
 - TRESPASS LOCATION
 - SURFACE WATER RIGHTS**
 - APPLICATION
 - PERMIT
 - CERTIFICATE
 - SUB-SURFACE WATER RIGHTS**
 - APPLICATION
 - PERMIT
 - CERTIFICATE
 - IN-STREAM FLOW RESERVATION**
 - APPLICATION
 - CERTIFICATE
 - DAM, WEIR, BARRIER**
 - APPLICATION
 - PERMIT
 - CERTIFICATE

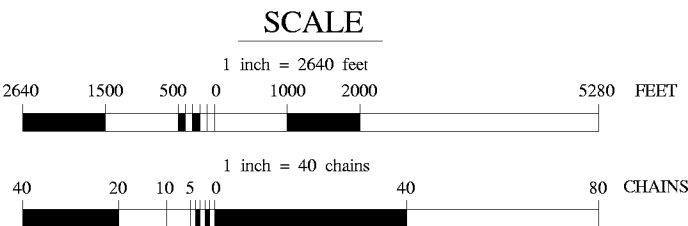
VICINITY MAP



6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36



GRAPHIC ILLUSTRATION ONLY.
SOURCE DOCUMENTS REMAIN THE OFFICIAL RECORD.
CONSULT LAND ADMINISTRATION SYSTEM (LAS)
CASEFILE FOR ADDITIONAL INFORMATION.



ATTENTION STATUS PLAT USERS: ON THIS PLAT, ALL STATUS LINES CLOSE FOR ACTIONS THAT EXTEND INTO ADJACENT TOWNSHIPS; THIS INCLUDES STATUS LINES SUCH AS DISPOSAL, MUNICIPAL, TITLE, CLASSIFICATION, ETC. PLEASE REFER TO ADJACENT TOWNSHIPS OR LAS TO DETERMINE IF ACTIONS EXTEND BEYOND THE BOUNDARIES SHOWN ON THIS PLAT. REMEMBER TITLE, CLASSIFICATION, AND RESTRICTION LINES ALWAYS CLOSE ON ALL PLATS.

STATUS PLAT

THE STATE OWNS ALL LAND UNDER WATERS THAT ARE NAVIGABLE-IN-FACT, ARE SUBJECT TO THE EBB AND FLOW OF THE TIDES, OR ARE RIPARIAN OR LITTORAL TO UPLANDS OWNED BY THE STATE.

BASED ON:


COORDINATES:
ALASKA STATE PLANE ZONE 4
SE CORNER OF TOWNSHIP;
X 581820.837
Y 2618729.228
LAT 61 10 00.641 N
LONG 149 32 11.833 W

HYDROGRAPHY:
USGS ANCHORAGE (A7), (A8), (B7), AND (B8) REVISED BY
BLM FROM AERIAL HIGH ALTITUDE PHOTOGRAPHY 1978-1985

LAND NET:
ADL PROTRACTION DIAGRAM S13-1; APPROVED 07/26/1961
USRS, 3,825.52 ACRES; APPROVED 05/28/1917
EV 2-806; RECORDED 04/26/2002

OTHER ACTIONS AFFECTING DISPOSAL OR USE OF STATE LANDS:
SEE THE LAS CASEFILE OR ORIGINAL SOURCE DOCUMENTS FOR
ADDITIONAL INFORMATION:

ENTIRELY WIN ANCHORAGE RECORDING DISTRICT
ENTIRELY WIN MUNICIPALITY OF ANCHORAGE
LAS 12681; RESERVATION OF INSTREAM FLOW AFFECTS ENTIRE
LENGTH OF STREAM WIN SECTION 31



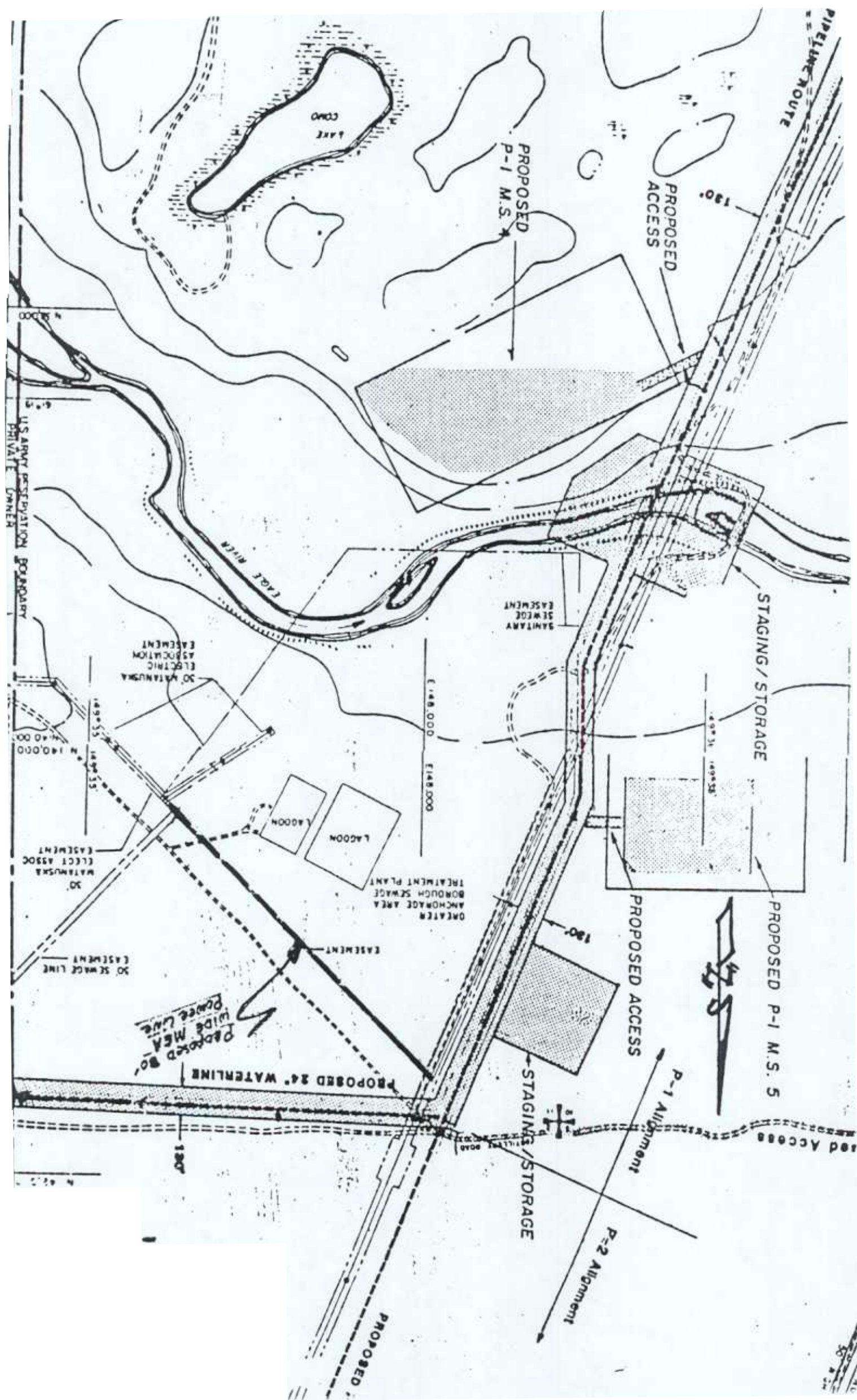
A PRODUCT OF THE
STATE OF ALASKA
DEPARTMENT OF NATURAL RESOURCES
LAND RECORDS INFORMATION SECTION

PLAT CURRENT TO 07/25/2002, REFER TO THE DNR
STATUS PLAT TRACKING SYSTEM (NP45/NP62) FOR
OTHER PENDING ACTIONS ON THIS TOWNSHIP/PLAT

CHECKED BY: TERI MOODY

SP
TWP 13N
RNG 2W
SM

Proposed Eklutna Water Project Alignment
with proposed MEA powerline





United States Department of the Interior

BUREAU OF LAND MANAGEMENT

ANCHORAGE DISTRICT OFFICE

4700 East 72nd Avenue
Anchorage, Alaska 99507

IN REPLY REFER TO:

2800 (014)
AA-40060

NOV 14 1984

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DECISION

Matanuska Electric Association, Inc.
P.O. Box 1148
Palmer, Alaska 99645

AA-40060
Amended Right-of-Way
Grant

Right-of-Way Grant of February 4, 1981
Amended to Include Additional Lands

On June 6, 1980, Matanuska Electric Association, Inc., (MEA) filed an application for a 7.2/12.5 KV distribution line right-of-way traversing the Fort Richardson Military Reservation. The grant was issued on February 4, 1981; see grant for specific description and details.

On March 13, 1984, MEA filed an application to amend the right-of-way grant to allow an overhead extension along Artillery Road to the existing Alaska Power Authority transmission line on Fort Richardson in Sec. 11, T. 14 N., R. 2 W., Seward Meridian. The facility will supply power to the Anchorage Water and Waste Water Utility vault near the west end of Artillery Road.

Accordingly, since there are no objections from any interested party to the proposed amendment, and the lands have been found to be suitable for the intended use; the grant of February 4, 1981, is hereby amended to include the additional lands described below, subject to the following details:

Serial number of grant	AA-40060
Name of grantee	Matanuska Electric Association, Inc. P.O. Box 1148 Palmer, Alaska 99645
Map designations	Map filed with application. Matanuska Electric Association Anchorage Water and Waste Water utility site map dated March 7, 1984.
Permitted use by grantee	7.2/12.5 KV distribution line and tee
Authority for grant	Act of October 21, 1976 (43 U.S.C. 1761-1771), Title V
Regulations applicable to grant:	
Code reference	43 CFR 2800-2804



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Alaska State Office
701 C Street, Box 13
Anchorage, Alaska 99513

IN REPLY REFER TO

2800 (941)

AA-12497

JUL 9 1980

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

DECISION

RIGHT-OF-WAY GRANT

Details of Grant

Serial number of grant	AA-12497
Name of grantee	Municipality of Anchorage Pouch 6-650 Anchorage, Alaska 99502
Map showing the location and dimensions of grant:	
Map designations	Anchorage Water Utility 36" R.C.C.P. Treatment Plant to Dam Site Plan Sheets 1 and 2 of 2 dated March and April 1976 as revised through June 23, 1980
Date filed	November 3, 1976 and subsequent revised map filed June 24, 1980
Permitted use by grantee	36" Water Pipeline located within Secs. 8 and 9, T. 13 N., R. 2 W., Seward Meridian
Authority for grant	P.L. 94-579 (October 21, 1976), Title V, 90 Stat. 2743
Regulations applicable to grant:	
Code reference	43 CFR 2800 through 2802 and 43 CFR Part 17
Date of grant	As noted above.
Expiration date of grant	30 years from date of grant
Rental:	
Amount	N/A
When payable by grantee	N/A

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated November 7, 1975 (40 FR 52069), as amended, a right-of-way, which is an easement issued pursuant to P.L. 94-579 (October 21, 1976), Title V, 90 Stat. 2743, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All Departmental regulations contained in 43 CFR 2800 as more specifically set forth in the attached terms and conditions.
3. There is hereby reserved to the Secretary of the Interior or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, over, under or adjacent to the land involved in this grant.
4. The right-of-way is renewable, contingent upon military approval. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
5. The dimensions of the right-of-way which begin at the west boundary of Section 8 thence heading easterly are twenty (20) feet in width (10 feet each side of the centerline) for a distance of 8880 + linear feet where it widens to fifty (50) feet in width (25 feet each side of the centerline) for the final 440 + linear feet.
6. Filing of proof of construction within five years from date of the grant.
7. See attached standard and special stipulations which are hereby made a part of this grant.

/s/ ROBERT E. SORENSON

Chief, Branch of Lands
and Minerals Operations

Enclosures:

Maps

Stipulations

ASO 2800-3

Attachment 3.1.1

Attachment 3.1.2

Stipulations Map

000
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2

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

cc:

✓ Department of the Army
Alaska District, Corps of Engineers
Attn: NPARE-MD
P.O. Box 7002
Anchorage, Alaska 99510
(2 copies)

Date grant

As noted above

Expiration date grant

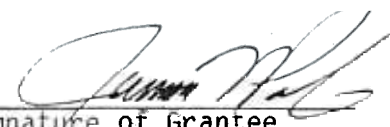
Fifty (50) years from issuance

Renta

N/A

Terms and Conditions

- 1 Terms and conditions as set forth in previous grant issued February 4, 1981, are hereby incorporated.
2. The dimensions of the right-of-way will be 30 feet overall width and approximately 1,190 linear feet in distance including tee. The lands traversed are in Sec. 11, T. 14 N., R. 2 W., Seward Meridian.
3. The signing of this grant constitutes the acceptance by the grantee of the terms, conditions, and stipulations specified herein.

By: 
Signature of Grantee
James Palin, General Manager
Enclosures:
Maps
Stipulations


(acting) Area Manager, Peninsula

Copy Furnished To:

Department of the Army
Corps of Engineers
Chief, Real Estate Division
Pouch 898
Anchorage, Alaska 99506-0898

- 1/ For the purposes of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

DEFINITIONS AND GENERAL STIPULATIONS

I. DEFINITIONS

As used herein, the following terms have the following meanings:

"Authorized Officer" means the District Manager, Bureau of Land Management, having jurisdiction over the grant area, or the person designated or delegated to act in his stead with respect to the subject matter of this grant.

"Grantee" means each and every governmental agency, individual, person or company, including partnerships, corporations, joint ventures, associations, or any other business firms engaged in, or which shall become engaged in, the use of the grant area, together with their employees, agents, contractors and subcontractors, and the employees of each of them.

"Grant" means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

"Grant area" means the specific area described in the grant.

"Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

II. GENERAL STIPULATIONS

Acknowledgements of Grantee

Grantee, by accepting this grant and commencing activities pursuant thereto, acknowledges each of the following:

- 2.1.1. That, to except where the approval of the Authorized Officer is required before grantee may commence a particular operation, neither the United States nor any of its agents or employees agrees to or is in any way obligated to examine or review any plan, design, specification, or other document which may be filed by grantee with the Authorized Officer pursuant hereto.
- 2.1.2 That the absence of any comment by the Authorized Officer or any other employee of the United States with respect to any plan, design, specification, or other document which may be filed by grantee with the Authorized Officer does not represent in any way whatever any assent to, approval of, or concurrence in such plan, design, specification, or other document or of any action proposed therein.

2.1.3 That this grant and the rights and privileges granted thereby, is subject to all valid existing rights in and to the land which is described in the grant and that the United States makes no representations or warranties whatever either express or implied, as to the existence, number, or nature of such valid existing rights.

2.1.4 The grantee shall identify and have available during construction and use of the grant area a representative capable of exercising authority in order to assure compliance with the requirements of the Authorized Officer.

2.2 Responsibility of the Authorized Officer

2.2.1 The Authorized Officer, and such representatives of Federal agencies as he may designate, may inspect the exploration, construction, operations, or any other activities of grantee in the grant area at any time.

2.2.2 For purposes of information and review, the Authorized Officer at any time may call upon grantee to furnish any or all data related to preconstruction, construction, or operation activities undertaken in connection with the grant and any related facilities. Grantee shall furnish the requested data as promptly as possible, or as otherwise required under the terms of this grant or other applicable grants.

2.2.3 In the event the Authorized Officer determines in his judgment that grantee has failed or refused to comply with the Standard and Special Stipulations, or other provisions of this grant, the Authorized Officer, by written order, may suspend or terminate any or all of grantee's activities. The grantee shall not resume such suspended or terminated activities until given written authorization to proceed by the Authorized Officer.

2.2.4 The Authorized Officer may, by written order, temporarily suspend or terminate activities of the grantee, if in the Authorized Officer's judgment, an immediate temporary suspension of such activities is necessary to protect: (1) public health or safety (including but not limited to, personal injury or loss of life); or (2) the environment from immediate serious, substantial, and irreparable harm or damage to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resources during periods of unforeseen seasonal, climatic, or other detrimental physical conditions.

- 2.2.5 All decisions, orders, and determinations of the Authorized Officer, unless otherwise indicated by him in writing shall be appealable to the Alaska State Director, Bureau of Land Management, and from there in accordance with 43 CFR 1840. During the pendency of any such appeal, the Authorized Officer's decision, order, or determination shall not be suspended, but shall remain in full force and effect until final disposition of the appeal.

2.3. Changes in Conditions

Unforeseen conditions arising during construction and operation in accordance with the grant may make it necessary to revise or amend these stipulations. In that event, grantee and the Authorized Officer shall agree as to what revisions or amendments shall be made. If they are unable to agree, the Secretary of the Interior, through the Director and Alaska State Director, Bureau of Land Management, shall have final authority to determine the matter.

2.4. Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

- 2.4.1 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that the applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.
- 2.4.2 The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 2.4.3 The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative

of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 2.4.4 The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 2.4.5 The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 2.4.6 In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulations or order of the Secretary of Labor, or as otherwise provided by law.
- 2.4.7 The contractor will include the provisions of paragraphs 2.4.1 through 2.4.6 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including actions for noncompliance; provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

2.5 Civil Rights Act of 1964

- 2.5.1 The grantee covenants and agrees that it will comply with the provision of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated in this grant, or for

an other purpose involving the provisions of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee for the period of this grant.

- 2.5.2 The grantee further agrees that it will not transfer the property conveyed by this instrument for the purpose designated in the grant or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with the provisions of paragraph 2.5.1 hereof.
- 2.5.3 The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revert in the United States full title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 2.5.1 hereof during the term of this right-of-way.
- 2.5.4 The grantee agrees that as long as the property conveyed hereby is used for the purpose designated in this grant or for another purpose involving the provision of similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
- 2.5.5 The grantee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph 2.5.1, the United States may seek judicial enforcement of such requirements.
- 2.5.6 The grantee agrees that it will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document, signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.

2.6 Liabilities and Responsibilities of Grantee

- 2.6.1 Any structure, property, or land harmed or damaged by or during the construction, operation, or maintenance of the grant area shall be reconstructed, repaired, rehabilitated, and restored (as may be necessary) by grantee as soon as practicable, so that the condition thereof is acceptable to the Authorized Officer. Grantee shall further abate, as soon as practicable any condition existing with respect to the grant area or its related facilities, or with respect to the construction, operation, or maintenance thereof, which may be causing harm or damage to any person, structure, property, land, stream, or wildlife.
- 2.6.2 Grantee shall be liable to the United States for any damage suffered or cost or expense incurred by the United States in any way arising from or connected with any occupancy or use of the lands under this grant whenever such damage, cost, or expense results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the grantee, his employees, contractors, or employees of such contractors. Grantee shall also indemnify the United States against any liability for injury to life or person or for damage to property arising from or connected with any use or occupancy under this grant whenever such injury or damage results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the grantee, his employees, contractors or employees of such contractors; provided, however, that if the grantee is a State or other governmental agency which has no legal power to assume such liability with respect to damage to property caused by it, such agency shall in lieu thereof, and to the extent required by the Authorized Officer, repair such damage, or wherever possible, replace property damaged beyond reasonable economic repair [43 CFR 2803.1-4(f)].

2.7 Improvements

- 2.7.1 Unless otherwise provided for, any existing telephone, telegraph, and transmission lines, fences, ditches, roads, trails, and/or other improvements shall be protected in all phases of grantee's construction operations under this grant. Unauthorized damage to utilities and improvements shall be promptly repaired to a condition which is at least as good as the condition just prior to such damage.

- 2.7.2 All roads and trails needed for fire protection shall be kept free of logs, slash, and debris.

Federal, State, and Local Laws and Regulations

Grantee shall comply with all applicable Federal, State, and local laws and regulations thereunder, existing or hereafter enacted or promulgated, affecting in any manner, construction operation or maintenance of the grant area.

Survey Monuments

- 2.9.1 Grantee shall mark and protect all survey monuments within or near the grant area against destruction, obliteration, or damage during the life of this permit. If any public land monuments or corner accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged, grantee shall, by utilization of a registered land surveyor, reestablish or restore at the same location the monuments or corner accessories using surveying procedures, in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1973 Ed.," and shall record such in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the Authorized Officer. Written permission from the Authorized Officer must be obtained before a monument may be moved or buried.
- 2.9.2 A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point, and any new monuments or accessories established to perpetuate the corner position.

2.10 Environmental Briefing

Prior to and during construction, operation, maintenance and termination of the generating and transmission system, the Grantee shall develop and provide environmental and other pertinent briefings for supervisory and field personnel directly related to the project and for Federal field representatives. The environmental briefing program must be submitted for review and for approval by the Authorized Officer prior to commencement of construction.

2.11 Construction Scheduling

Prior to commencement of construction, grantee shall, at the request of the Authorized Officer, submit a schedule of its construction activities. This schedule shall be in such detail as he may require. During the course of construction, this schedule shall be updated and resubmitted when major changes occur or at the request of the Authorized Officer.

2.12 Termination of Use

Upon revocation or termination of the grant or abandonment of any section of the grant area, grantee shall remove all improvements and restore the land to the satisfaction of the Authorized Officer. Such removal and restoration shall be accomplished within 60 days from the date of revocation, termination, or abandonment, or within 60 days of the time weather and ground conditions permit access to the grant area.

2.13 Antiquities and Historical Sites

2.13.1 If, in connection with any operation under this grant, grantee discovers any archeological, paleontological, or historical values, he shall immediately notify the Authorized Officer and use such protection measures as are necessary. The Authorized Officer may suspend that portion of grantee's operations as necessary to preserve evidence pending investigation of the site by a professional archeologist. If it should become necessary to salvage any artifacts, the professional archeologist who investigates the site will provide an on-the-ground opinion regarding protective measures to be undertaken by grantee, and/or he will supervise moving the artifacts to an accredited depository at the expense of the grantee.

2.13.2. The grantee shall, prior to surface disturbing activities, engage a qualified professional, acceptable to the Authorized Officer, to conduct a thorough and complete intensive inventory of antiquities and other resources of cultural and scientific value, in areas to be disturbed. Upon receipt of an acceptable report of the intensive inventory, the Authorized Officer shall, if necessary, prepare mitigation plans derived from the findings of the intensive inventory. The grantee, through a qualified professional shall undertake avoidance, excavation, or other mitigating measures, in advance of any surface disturbing activities as required by the mitigation plans.

- 2.13.3 The grantee shall immediately bring to the attention of the Authorized Officer, any and all antiquities or other values of cultural or scientific interest discovered as a result of operations under this grant and shall leave such discoveries intact until told to proceed by the Authorized Officer. The Authorized Officer will evaluate the discoveries brought to his attention and will determine what action will be taken with respect to such discoveries. Appropriate mitigation shall be undertaken prior to proceeding with any operations that might be destructive to the discovery.
- 2.13.4 The grantee or any contractor will not injure, alter, destroy, or collect any site, structure, object, or other values of historical, archeological, paleontological, or other cultural importance.

2.14 Pesticides and Herbicides

The grantee, shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The grantee, shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances. The plan must provide the type and quantity of material to be used; the pest, insect, fungus, etc. to be controlled; the method of application; the location for storage and disposal of containers; and other information that the Authorized Officer may require. The plan should be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year (i.e., December 1, 1979, deadline for fiscal year 1981 action). Emergency use of pesticides may occur. The use of substances on or near the right-of-way shall be in accordance with the approved plan. A pesticide shall not be used if the Secretary of the Interior has prohibited its use. A pesticide shall be used only in accordance with its registered uses and within other limitations if the Secretary has imposed limitations. Pesticides shall not be permanently stored on public lands authorized for use under this grant.

2.15 Sanitation and Waste Disposal

- 2.15.1 All waste generated during construction, operation, maintenance and termination under the grant shall be removed or otherwise disposed of in a manner acceptable to the Authorized Officer. All applicable standards and guidelines of the Alaska State Department of Health and Welfare, the United States Public Health Service, and the Federal Water Pollution Control Administration shall be adhered to by grantee.

2.15.2 Emissions from pumps, motors, equipment, installations, and burning material must meet the air quality standards of the United States Public Health Service and the State of Alaska. The best practicable portable or permanent waste disposal systems shall be used and shall be approved in advance by the Authorized Officer.

III SPECIAL STIPULATIONS

- 3.1 The use and operation of the electric distribution system on this right-of-way will be restricted to the sole service of the Eklutna Water Project Artillery Road vault. Additional or expanded service operations within the Fort Richardson area will be requested in writing by the grantee of the Bureau of Land Management and the United States Army. In the event the vault is relocated, eliminated or the Eklutna Water Project is cancelled the grant will be terminated (43 CFR 2803.4).
- 3.2 Tree or brush cutting shall be limited to that necessary to ensure the safe operation of the electrical distribution line. No cutting will be permitted outside the 30 foot wide right-of-way under the terms of the grant.



DEPARTMENT OF THE ARMY

ALASKA DISTRICT CORPS OF ENGINEERS

POUCH 898

ANCHORAGE, ALASKA 99506 -0898

August 9, 1984

RECEIVED

AUG 13 8 40 AM '84

REPLY TO
ATTENTION OF:

Real Estate Division
Management and Disposal Branch

BUREAU OF LAND MGMT.
ANCHORAGE DIST. OFC.

Mr. Mike Haskins
Chief, Lands Adjudication Section
Anchorage District Office
Bureau of Land Management
4700 East 72nd Avenue
Anchorage, Alaska 99507

Dear Mr. Haskins:

Reference is made to your letter dated March 20, 1984, requesting a nonobjection from the Department of the Army for a proposed amendment to the Bureau of Land Management Right-of-Way Grant No. AA-40060 to Matanuska Electric Association, Inc. The proposed amendment was for an additional 1,090 feet of powerline right-of-way.

The Department of the Army interposes no objections to the use of the additional right-of-way by the Matanuska Electric Association, Inc.

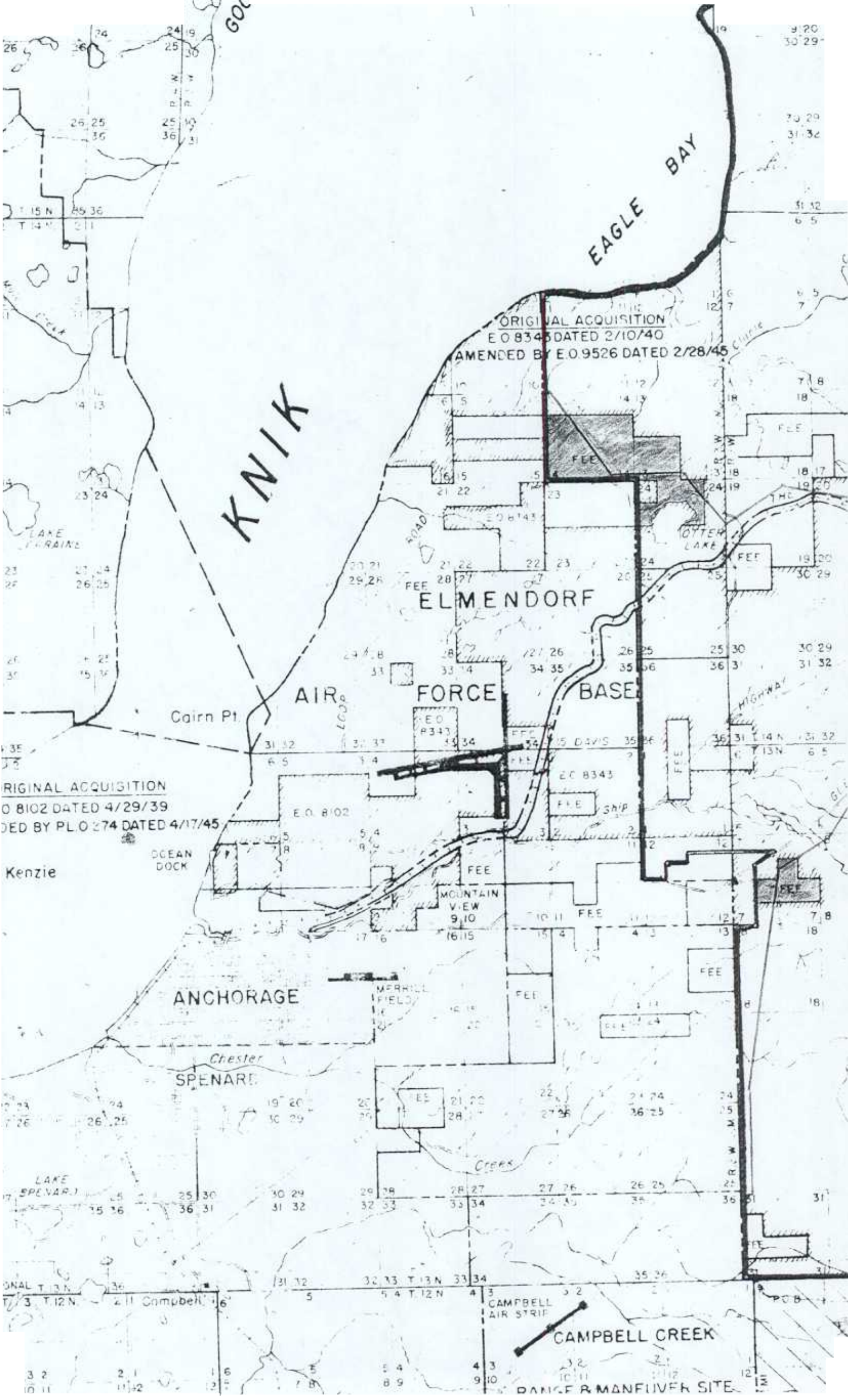
Request you furnish this office with two completed copies of the BLM instrument authorizing said use when issued. For purposes of identification, this nonobjection was assigned No. DACA85-9-74-42.

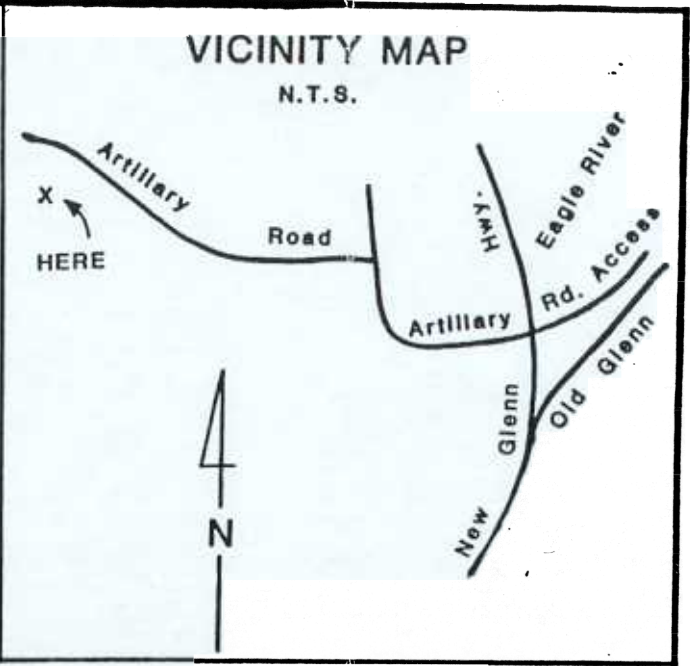
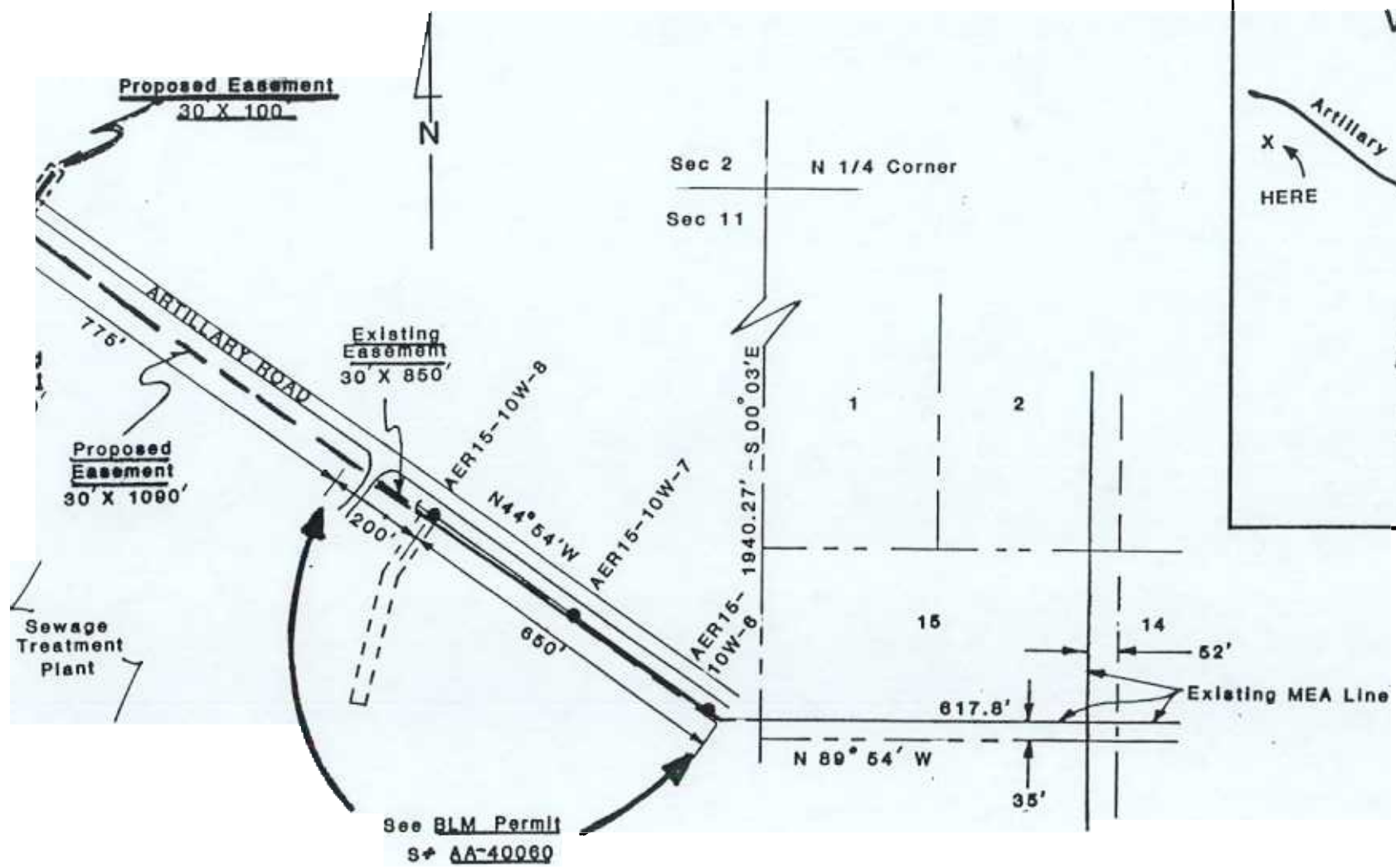
If additional information is necessary, please contact Mr. Marcus of this office at 552-2720.

Sincerely,

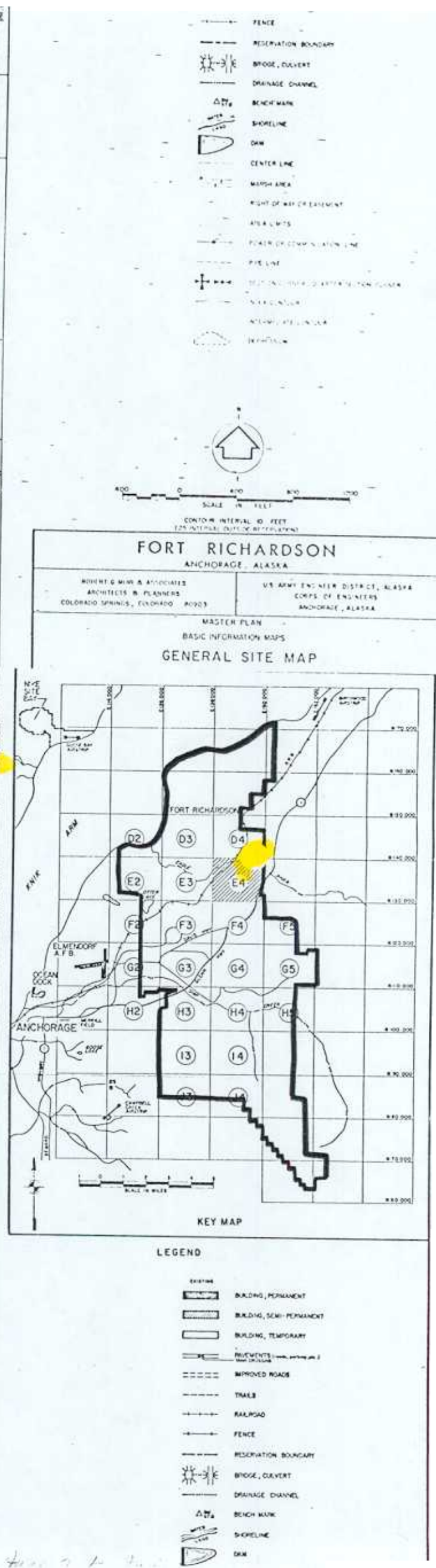
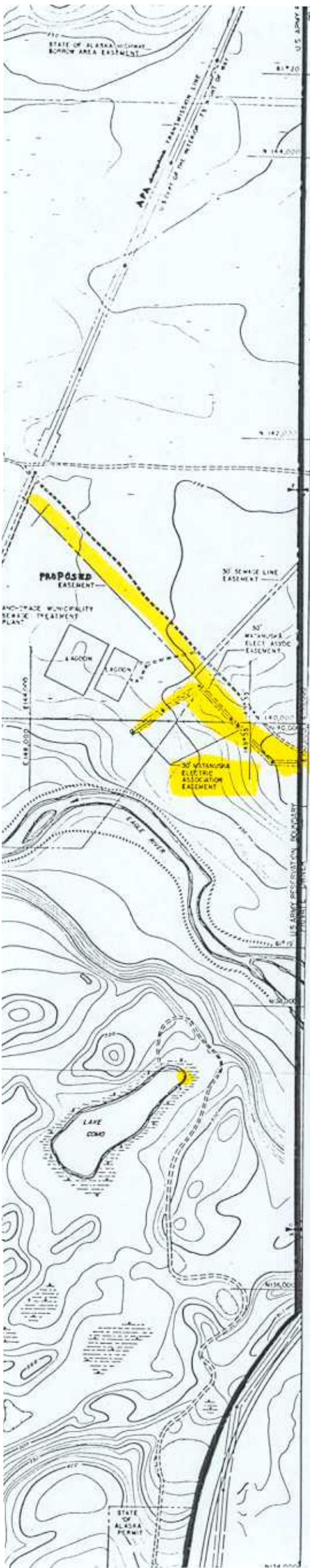
Ernest L. Woods, Jr.
Chief, Real Estate Division

Per your request.
Questions or comments
call 267-1228
mike Haskins
11/19/84





ANCHORAGE WATER & WASTE WATER UTILITY		
MATANUSKA ELECTRIC ASSOCIATION PALMER, ALASKA		
14-1-3	DATE	W. O. No. 43053
DWN. BY DL	3-07-84	
CKD. BY BP		DWG. No.
SCALE	1"=300'	



(ANCHORAGE B-8 NW)

61°22

680701

Issuing Office
12-18 Anchorage District
Serial Number
AA-62919 (2800)

☒ tie V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2607, 16 U.S.C. 1761);

her (describe)

a. By this instrument, the holder Anchorage Water and Waste Water Utility receives a right to construct, operate, maintain, and terminate a 12" buried water transmission line on Ft. Richardson on public lands (or Federal land for MLA Rights-of-Way) described as follows:

The right-of-way or permit area granted herein is 32 feet wide, 1,040 feet long and contains .76 acres, more or less. ~~XXXXXXXXXXXXXXXXXXXXXXX~~ The temporary construction width is 75 feet wide 1,040 feet long and contains 1.79 acres. Refer to Exhibit 2 for specific dimensions.

This instrument shall terminate on June 13, 2013, 25 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

the regulations existing at the time of renewal and

ndoment, or termination, the provisions of this instrument,
 , or assigns, until they have fully satisfied the obligations
he grant.

3. Rental: No rental pursuant to 43 CFR 2803.1-2 (b)(2)(iii)(A) and (B)

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 60 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) 1 and 2, dated February 26, 1988, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Within 60 days of completion of construction, Grantee shall provide BLM with an updated plan of development for this \$12,000,000 expansion to the Eagle River Wastewater Treatment Facility. (Reference AA-8329)
- h. BLM's monitoring of this right-of-way shall be simultaneous with Recreation and Public Purpose Lease AA-8329. The entire expansion will be monitored for compliance as one project.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

x Wallace N. Gray
(Signature of Holder)

for Dale R. Merrell
General Manager
Anchorage Water and Wastewater Utility
(Title)

JUN 01 1988

(Date)

John J. Rump
(Signature)

District Manager
(Title)

JUN 13 1988

(Effective Date of Grant)

ADDRESS REPLY TO:
DISTRICT ENGINEER
ALASKA DISTRICT
CORPS OF ENGINEERS
ANCHORAGE, ALASKA

REFER TO FILE NO. 680.4

680.4

Fort Richardson

City of Anchorage Water R/W

CORPS OF ENGINEERS, U.S. ARMY
OFFICE OF THE DISTRICT ENGINEER
ALASKA DISTRICT
Anchorage, Alaska

6 October 1949

City of Anchorage
P. O. Box 400
Anchorage, Alaska

ATTENTION: Mr. Donald R. Wilson
City Manager

Gentlemen:

Reference is made to your letter dated 22 June 1949 regarding the City of Anchorage water pipeline right of way permit through the Fort Richardson Military Reservation, Alaska, and our reply thereto dated 29 June 1949.

This office has been requested by the Commander-in-Chief, Alaskan Command, on behalf of the Commanding General, 57th Fighter Wing, Elmendorf Air Force Base, Fort Richardson, Alaska, to inform the City of Anchorage that, pursuant to paragraph 10 of stipulation executed 20 August 1941 by the City of Anchorage and attached to the right of way permit granted the City of Anchorage 6 October 1941 by the Assistant Secretary of the Interior the water pipeline right of way is hereby amended as follows:

The City of Anchorage water pipeline right of way, when constructed, will follow as much of the following described centerline as lies within the Fort Richardson Military Reservation, Alaska:

Beginning at a point 23 feet North of the centerline of the Palmer Highway and approximately 400 feet West of the East boundary of Section 17, T. 13 N., R. 3 W., Seward Meridian, where the original right of way (6 October 1941) turns in a Northeasterly direction; thence running parallel with and 23 feet North of the centerline of the highway, a distance of 1,777.2 feet; thence North $66^{\circ} 54' 11''$, 726.35 feet; thence in a Northeasterly direction following the general line of the existing highway 23 feet northerly of and parallel with the centerline thereof, 6,118.9 feet, more or less; thence North $71^{\circ} 08'$ East, 552.8 feet to a point 734.9 feet North of the South boundary of Section 10, T. 13 N., R. 3 W., Seward Meridian; thence East parallel with and 25 feet South of the centerline of the highway 1,458.5 feet; thence North $52^{\circ} 33'$ East and 30 feet

for File Copy

DA-95-507-eng-1241

NPARM City of Anchorage

6 October 1949

South of and parallel with the centerline of the highway and the extension thereof, 3,121.2 feet; thence East parallel with and 25 feet South of the centerline of Oil Well Road, 4,692.9 feet; thence following Oil Well Road and 25 feet South of the centerline thereof South 77° 47' East and continuing Southeast a distance of 5,834.5 feet; thence North 89° 11' East 6,702.9 feet; thence South 69° 40' East 2,472.9 feet; thence South 73° 08' East 1,664.3 feet; thence North 89° 57' East 585.7 feet; thence North 87° 57' East 929.0 feet; thence North 69° 58' East 400 feet; thence North 73° 04' East 595.6 feet; thence South 70° 07' East 333.15 feet. The right of way appears on Drawing A3-7-27, attached hereto and made a part hereof.

Very truly yours,

1 Incl:
Dwg No. A3-7-27

L. E. SEEMAN
Colonel, CE
District Engineer

NPARE-MD

21 February 1980

State Director
Bureau of Land Management
Department of the Interior
701 "C" Street, Box 13
Anchorage, Alaska 99513

DACA85-9-80-39

Dear Sir:

Reference is made to the application from the Municipality of Anchorage to install a 36-inch water main on Fort Richardson, Alaska.

The Department of the Army interposes no objection to installation of the water main on those lands withdrawn from Public Domain. The proposed line will parallel the existing 20-inch waterline and will be subject to the Special Provisions provided on Exhibit A (Incl 1).

Request two copies of the BLM grant be furnished this office for distribution to appropriate agencies.

Your cooperation in this matter is appreciated.

Sincerely yours,



ERNEST L. WOODS, JR.
Chief, Real Estate Division

1 Incl (dupe)
As stated

CF:
Municipality of Anch
Pouch 6-650 w/incl

172d Inf Bde
ATTN: AFZT-FE-RM w/incl

CONCUR
NPARE-MD
Miller
Jones
NPARE
Klein

LaMore/ev/2720

SPECIAL PROVISIONS

a. The Municipality shall route his 36-inch line to an elevation above the top of the Army's 30-inch connection to the dam* and install a vacuum breaker at that point such that flow will cease before reservoir level drops to said elevation. *(at least 525 foot elevation)

b. The Municipality shall provide and install a motorized valve on the 36-inch waterline with the overriding control in the Fort Richardson Water Treatment Plant. The Municipality will maintain the motorized valves and related equipment in operating conditions at all times.

c. If the 20-inch waterline is left in place, the Municipality shall provide and install a motorized valve with overriding control in the Fort Richardson Water Treatment Plant. At no time will both waterlines (20" and 36") be in use simultaneously. The Municipality will maintain the motorized valve and related equipment in operating condition at all times.

d. Gravel will not be extracted from or within the easement area

e. No roads will be constructed within the right-of-way. This is to include that no barren tracks or ruts will be allowed after construction or during the use of the easement.

f. No above ground structures will be constructed within the existing or proposed right-of-way area.

g. The Municipality shall install a turbidity meter in the waterline as near the intake structure as practicable.

h. The Municipality shall provide and install flow meters on the 20" waterline and 36" waterline with readouts in the Fort Richardson Water Treatment Plant. The Municipality will maintain the meter and related equipment in operating condition at all times.

i. The Municipality shall assure access to the manholes containing the control valves to the 20" and 36" pipeline by Fort Richardson Personnel

Public access shall be restricted and controlled by the military.

k. Prior to the actual connection of the 36" waterline to the Army waterline, the Army will be contacted. The Army will be notified 48 hours in advance of any proposed or scheduled work and all work will be approved by the Army to insure minimum interference to Army facilities. The Municipality will be responsible for any damage that occurs to the Army waterline.

1. The following conditions will apply for the construction phase of the waterline:

(1) Access to the construction site shall be from Muldoon Road with the exception of the construction of the upper line when access from the Arctic Valley Ski Bowl Road will be allowed.

(2) Vehicles and/or construction machinery if driven shall be limited and confined within immediate vicinity of the project.

(3) The contractor will be responsible for the cleanup and disposal of any litter, wastes, contaminants, and surplus material caused by his operation. Any fuel spills shall be contained and cleaned up in accordance with current technology and procedures.

(4) Disturbance and/or harassment of fish and game in the area is not permitted. The taking of game, discharge of firearms, and fishing by the contractor, subcontractor, or their employees is not allowed.

(5) The Army shall provide ample notice, whenever possible, to AWU and the contractor of proposed work and/or training exercises in the construction area. The contractor shall schedule his work accordingly.

(6) Clearing will be limited to the immediate vicinity of the project. Trees, 4 inches and larger in diameter, will be cut up in 4-foot lengths. Trees and other woody material, less than 4 inches in diameter, are to be chipped and blown on sites. The chips are to be used as cover to the construction area that have been disturbed.

(7) Top soil removed from the site is to be replaced on those areas of construction disturbances. The construction area is to be seeded and all slopes stabilized to prevent erosion.

(8) A pre-construction conference will be held with the contractor, subcontractors, AWU, BLM, and the Army prior to beginning construction.

(9) The contractor and his subcontractors shall comply with all Army, Federal, State, and local laws, ordinances and regulations.

**DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET**

No. DACA85-2-71-77

ON FORT RICHARDSON MILITARY RESERVATION

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to the State of Alaska, Department of Highways

hereinafter designated as the grantee, an easement for a right-of-way for a road or street over, across, in, and upon lands of the United States described as follows: a controlled access highway on, over, across, in and upon lands of the United States as described in Exhibit "A" attached hereto and made a part hereof, delineated

as shown in red on Exhibit "B" attached hereto and made a part hereof.

THIS EASEMENT is granted, subject to the following provisions and conditions:

1. The construction, use, and maintenance of said road or street, including culverts and other drainage facilities, shall be performed without cost or expense to the United States, under the general supervision and subject to the approval of the officer having immediate jurisdiction over said premises.

2. The grantee shall at all times maintain said road or street in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.

3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The use and occupation of said lands of the United States for the purposes authorized by this instrument shall be subject to such rules and regulations as the said officer may prescribe from time to time in order to properly protect the interests of the United States.

5. The United States shall in no case be liable for any damages or injuries to the said road or street which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

deceleration lanes; provided, that all such temporary facilities shall, subject to availability of appropriations, be removed within a reasonable time after official termination of the emergency.

13. That the following relocations of Army facilities will be required at no cost or expense to the United States, to an area satisfactory to and subject to approval of the officer having immediate jurisdiction over said premises;

a. Aerial 33 KV transmission line.

b. Underground communication line crossing the highway at Fort Richardson Gate 1 will be provided with duct runs with provision for future expansion.

c. Bailey Bridge which crosses Ship Creek, will be relocated approximately 400 feet upstream.

14. Access from the controlled access highway into Fort Richardson will be at the point where Arctic Valley Road intersects the highway.

15. That arrangements to keep Arctic Valley Road or a suitable detour open during construction will be required at all times, subject to the approval of the officer having immediate jurisdiction over said premises.

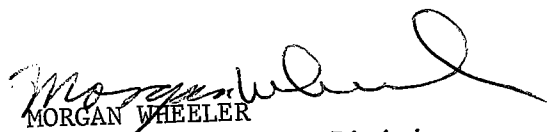
16. It is understood that this instrument supersedes and takes precedence over Department of the Army Easement DA-95-507-eng-2231 as to that portion overlapped by this easement grant.

17. This easement is subject to valid existing rights.

The granting clause and Condition 10 were altered, Condition 6 was deleted, and Conditions 12, 13, 14, 15, 16 and 17 were added prior to the execution of this instrument.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army this 6th day of July, 1971.


MORGAN WHEELER
Chief, Real Estate Division
Alaska District, Corps of Engineers
Authorized Representative

State of Alaska)
)ss
Third Judicial District)

Before me, Norma E. Gonzales, a Notary Public in and for the State of Alaska, on this day personally appeared Morgan Wheeler known to me to be the identical person who executed the within and foregoing instrument, and acknowledged to me that, acting by the authority of the Secretary of the Army, he executed the same as the free and voluntary act and deed of the United States of America for the uses and purposes therein set forth.

Given Under my hand and seal of office this 6th day of July, 1971.

My Commission Expires
April 22, 1978

Norma E. Gonzales

The above easement conditions are hereby accepted this 2nd day of July 1971.

State of Alaska
Department of Highways

BY Ronald E. Deitinger
TITLE Dist. E/W agent

FORT RICHARDSON
Glenn Highway R/W

US Army

Outgrant
(69.59+ acres)

Legal Description

A tract of land in the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of Section 12; Lots 5 and 7 together with the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ and the NE $\frac{1}{4}$ of Section 7; the S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 6 and the W $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 5; all in T 13 N, R 2 W of the Seward Meridian and located on Fort Richardson Military Reservation in the Third Judicial District, State of Alaska; said tract being described in several parcels as follows:

PARCEL NO. 1 (Highway Parcel 110)

BEGINNING at a point on the southerly line of said NW $\frac{1}{4}$, said point being westerly a distance of 1129.49 feet (as measured on said line) from the Southeast Corner of said NW $\frac{1}{4}$; thence S 89°49'35" W., on said southerly line, a distance of 1513.81 feet; thence N 0°08'00" W., along the westerly line of said NW $\frac{1}{4}$, a distance of 98.27 feet; thence leaving said line, N 89°47'21" E., a distance of 222.11 feet to the beginning of a 5829.58 foot radius curve to the right; thence on said curve, through a central angle of 05°38'40", an arc distance of 574.29 feet; thence S 84°33'59" E., a distance of 721.70 feet to the said point of BEGINNING; contains 2.26 acres, more or less.

PARCEL NO. 2 (Highway Parcel A-116)

COMMENCING at the S $\frac{1}{4}$ corner of said Section 12, thence N 00°13'29" W on the North-South centerline of said S $\frac{1}{4}$ corner, a distance of 1,270 feet, more or less; to the intersection with North R/W of the existing Glenn Highway; and the TRUE POINT OF BEGINNING; thence N 66°07'49" E., a distance of 3,145.08 feet to the beginning of a 5,563.58 foot radius curve to the left; thence on said curve, through a central angle of 10°20'45", an arc distance of 1004.62 feet; thence S 34°12'56" E., a distance of 32.00 feet to the beginning of a 5,595.58 foot radius curve to the left; said curve having a tangent that bears N 55°47'04" E; thence on said curve, through a central angle of 02°30'49", an arc distance of 245.47 feet; thence N 53°16'15" E., a distance of 3,737.04 feet; to the beginning of a 4,483.52 foot radius curve to the left; thence on said curve, through a central angle of 09°45'40", an arc distance of 763.78 feet; thence S 46°29'25" E., a distance of 25.38 feet; thence N 42°55'49" E., a distance of 198.90 feet; thence N 47°04'11" W., a distance of 25.00 feet; thence N 42°55'49" E., a distance of 2,151.78 feet to East line of said W $\frac{1}{2}$ of the SW $\frac{1}{4}$, Section 5; thence S 0°21'49" E., along said line, a distance of 437.48 feet; thence S 42°55'49" W., a distance of 1,986.60 feet to the beginning of a 4,783.52 foot radius curve to the right; thence on said curve, through a central angle of 10°20'26", an arc distance of 863.32 feet;

EXHIBIT A

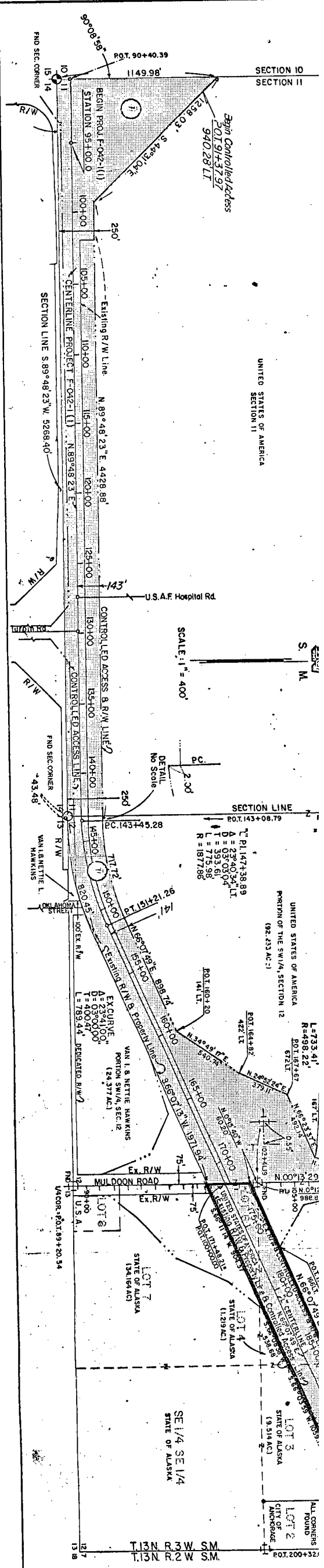
FORT RICHARDSON

69.59+ ac

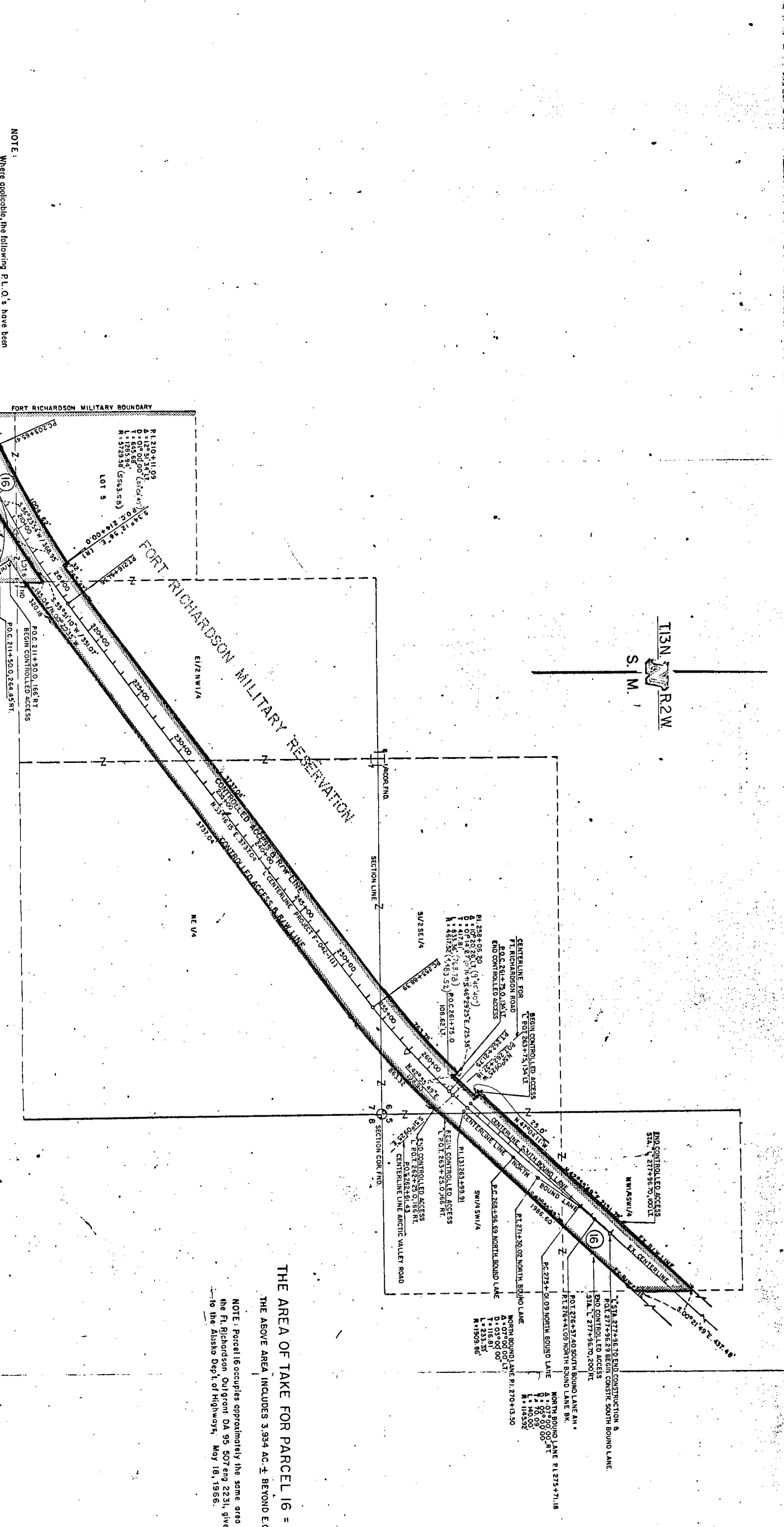
thence S 53°16'15" W., a distance of 3,737.04 feet to the beginning of a 5,895.58 foot radius curve to the right; thence on said curve, through a central angle of 03°06'43", an arc distance of 320.18 feet to the West line of said E½ of the NW¼, Section 7, thence on said line N 00°20'35" W. a distance of 145.04 feet to the southerly line of said Lot 5, Section 7; thence on said line S 55°51'10" W. a distance of 351.07 feet; thence on the southerly line of said Lot 7, Section 7, S 56°23'45" W. a distance of 368.95 feet; thence continuing on said line S 63°14'41" W., a distance of 729.22 feet to the West line of said Section 7; thence on the northerly line of Lot 2 of said Section 12, S 66°12'45" W., a distance of 381.92 feet; thence on the northerly line of Lot 3 of said Section 12, S 66°03'59" W., a distance of 1,059.19 feet; thence on the northerly line of Lot 4 of said Section 12, S 66°08'38" W., a distance of 538.68 feet; thence on the northerly line of Lot 7 of said Section 12, S 66°11'14" W. a distance of 904.37 feet to the said North-South centerline of Section 12; thence on said line N 00°13'29" W., a distance of 300.00 feet more or less to the said TRUE POINT OF BEGINNING.

The above bearings are based on the State of Alaska Plane Coordinate System, Zone No. 4.

Contains 69.59 acres, more or less.



STATE OF ALASKA DEPARTMENT OF HIGHWAYS RIGHT OF WAY MAP			
ALASKA PROJECT NO. F-042-1(1)			
PARCEL № 7, ELMENDORF AIRFORCE BASE			
DRAWN	JH	DATE	August 5, 1970
CHECKED		DATE	
SCALE 1" = 400'		SHEET 12 OF 14	
REVISIONS			
1-26-71 (Revised to comply with title doc.) Pcl. 5			
DATE			
BY			



THE AREA OF TAKE FOR PARCEL 16 = 55.390 AC.±

THE ABOVE AREA INCLUDES 3.394 AC.± BEYOND E.O.C., NW1/4SW1/4.

NOTE: Parcel 16 occupies approximately the same area as a portion of the Ft. Richardson Outpost, DA 95 507 eng 2231, given to the Alaska Dept. of Highways, May 16, 1956.

NOTE: Where applicable, the following P.L.O.'s have been

DEPARTMENT OF THE ARMY
EASEMENT FOR RIGHT OF WAY
FOR ELECTRIC POWER TRANSMISSION OR COMMUNICATION FACILITIES
ON FORT RICHARDSON

DACA85-2-79-67

The SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by the act of Congress approved 27 May 1952 (66 Stat. 95; 43, United States Code, 961), hereby grants to Chugach Electric Association, Inc., a corporation duly organized and existing under and by virtue of the laws of the State of Alaska, with principal offices in Anchorage, Alaska

hereinafter designated as the grantee, for a period not exceeding thirty (30) years from the date hereof, an easement for a right-of-way for an electric power transmission line,

hereinafter referred to as "said facilities," over, across, and upon land of the United States at the location shown in red on Exhibit "A" attached hereto and made a part hereof, and described as follows:

SEE EXHIBIT "B" attached hereto and made a part hereof.

THIS EASEMENT is granted subject to the following conditions

~~1. That the grantee shall pay to the United States compensation in the amount of _____)
payable _____ in advance. Compensation shall be made payable
to the Treasurer of the United States and forwarded by the grantee to~~

2. That the construction and/or operation and maintenance of said facilities shall be accomplished without cost or expense to the United States under the general supervision and subject to the approval of the officer having immediate jurisdiction over the property, hereinafter designated as "said officer," and in such manner as not to endanger personnel or property of the United States on the said United States land or obstruct travel on any road thereon.

3. That the use and occupation of said land incident to the exercise of the privileges hereby granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation, and security as the said officer may from time to time prescribe.

4. That the right-of-way hereby granted shall not occupy more land than is reasonably necessary for such purpose, as determined by the said officer, and in no event shall exceed a width of thirty-seven and one half (37.5 feet) on each side of the center line thereof.

5. That the grantee shall supervise the said facilities and cause them to be inspected at reasonable intervals, and shall immediately repair any defects found therein as a result of such inspection, or when requested by said officer to repair any defects. Upon completion of the installation of said facilities and the making of any repairs thereto, the premises shall be restored immediately by the grantee, at the grantee's own expense, to the same condition as that in which they existed prior to the commencement of such work, to the satisfaction of the said officer. The grantee shall have the right of ingress and egress for such purposes.

6. That any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

7. That the United States reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted, electric transmission, telephone, telegraph, water, gas, gasoline, oil, and sewer lines, and other facilities, in such manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

8. That the United States shall not be responsible for any damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, or for damages to the property of the grantee, or for injuries to the person of the grantee (if an individual), or for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities; and the grantee shall hold the United States harmless from any and all such claims.

9. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said facilities.

10. That the grantee shall furnish through said facilities such service as may be required from time to time for governmental purposes on said land, provided that payment for all such service will be made by the United States at rates which shall be mutually agreeable but which shall never exceed the most favorable rates granted by the grantee for similar service.

11. That, in the event all or any portion of said land occupied by said facilities shall be needed by the United States, or in the event the existence of said facilities shall be considered detrimental to governmental activities, the grantee shall, from time to time, upon notice so to do, and as often as so notified, remove said facilities to such other location or locations on said land as may be designated by said officer, or the grantee shall reconstruct said facilities underground on said land without expense to the United States, as may be directed by said officer, and in the event said property shall not be removed or relocated within ninety (90) days after any aforesaid notice, the United States may cause the same to be done at the expense of the grantee, provided, however, that if directed to reconstruct its facilities underground the grantee may, at its option, in lieu of taking such action, wholly remove its facilities from lands of the United States as described herein, at which time the right granted herein shall cease but the restoration obligation set forth in Condition No. 13 hereof shall remain.

12. That this easement may be terminated by the Secretary of the Army upon reasonable notice to the grantee if the Secretary of the Army shall determine that the right-of-way hereby granted interferes with the use or disposal of the said land or any part thereof by the United States, or it may be forfeited and annulled by declaration of the Secretary of the Army for failure, neglect, or refusal by the grantee fully and promptly to comply with any and all of the conditions of this grant, or for nonuse for a period of two years, or for abandonment.

13. That upon the expiration, termination, or forfeiture and annulment of this grant, the grantee shall, without expense to the United States, and within such time as the Secretary of the Army may indicate, remove said facilities from said land and restore the premises hereby authorized to be used and occupied to a condition satisfactory to the said officer. In the event the grantee shall fail, neglect, or refuse to remove the said facilities and so restore the premises, the United States shall have the option either to take over the said facilities as the property of the United States without compensation therefor, or to remove said facilities and perform the restoration work as aforesaid at the expense of the grantee, and in no event shall the grantee have any claim for damages against the United States, or its officers or agents, on account of the taking over of said facilities or on account of their removal.

14. That the provisions and conditions of this instrument shall extend to and be binding upon and shall inure to the benefit of the ~~heirs, representatives,~~ successors, and assigns of the grantee.

15. That it is understood that this instrument is effective only insofar as the rights of the United States in the said property are concerned; and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

That prior to the execution of this easement, conditions were deleted, revised and added in the following manner: Condition No. 1 was deleted; inappropriate words were deleted from Conditions No. 8 and 14; and Conditions No. 16 through 38 were added.

SEE PAGE 3a attached hereto and made a part hereof.

There is not any property included which would fall within the provisions of E. O. 11593.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 27th day of February, 19 80

FOR THE DISTRICT ENGINEER:



ERNEST L. WOODS, JR.
Chief, Real Estate Division
Alaska District, Corps of Engineers

16. That the right-of-way will be limited to seventy-five (75) feet wide.

17. Access will be by existing roads or trails and where stable soils exist, additional access trails, a maximum of 10 feet wide, necessary for construction and maintenance of the powerline, may be developed; except in the area between the extension of Tudor and Northern Lights Roads. No trails or clearing which would permit subsequent travel by snowmobile or all terrain vehicle shall be allowed. In accordance with the above, no access trail will be developed on unstable bog, swamp, marshland areas, or within 100 feet of existing streams.

18. That drainage ditches shall be terraced to prevent erosion and culverts shall be used where necessary. All travel and construction will be stopped on earth softened by heavy or extended rains.

19. Excavation and grading will be kept to a minimum and erosion control and revegetation shall be provided to preclude environmental damage. Areas where vegetation has been disturbed shall be reseeded and fertilized no later than August 31 of the current year, with the following:

Arctared Red Fescue	10 lb./ac
Annual Ryegrass	10 lb./ac
Iceland Poppy	4 lb./ac
Mulch-Cellulose Wood Fiber	1300 lb./ac
#20-20-10 Fertilizer	500 lb./ac

20. That travel in swampy or unstable areas shall be done only after freeze-up and with a minimum of 6 inches of snow cover and shall be done in a manner which does not disturb soil or damage vegetation.

21. That Chugach Electric Association, Inc., its' contractors and their subcontractors shall comply with all Army, Federal, State and local laws, ordinances and regulations.

22. That public access shall be restricted and controlled by the military. The following conditions will apply for the construction phase of the powerline.

a. Field offices and crew parking shall be limited to the R-O-W easement.

b. Vehicles and construction machinery if driven shall be limited and confined within the project easements. No construction cutting or clearing of vegetation will be permitted outside said limits.

c. No litter, wastes or contaminants shall be dumped on the permit areas. The contractor shall be responsible for cleanup and disposal of any litter, wastes, contaminants, and surplus material as a result of this project. Any fuel spill shall be contained and cleaned up in accordance with current technology and procedures.

d. Disturbance and/or harassment of fish and game in the area is not permitted. The taking of game, discharge of firearms, and fishing by the contractor, subcontractor, or their employees is not allowed.

e. The Department of the Army shall provide ample notice, whenever possible, to Chugach Electric and contractor, of proposed work and/or training exercises in the R-O-W area. The contractor shall schedule his work accordingly.

23. Topping, pruning, and clearing of trees and vegetation shall be limited to that which is necessary for construction and safe, reliable operation of the line and shall comply to the following:

a. Trees may be cut down to develop access trails and as required by construction but kept to a minimum. Trees shall not be cut down where topping or pruning will provide adequate clearance.

b. Vegetative screens, undulating and feathered cutting will be used to minimize impact of new structures and associated clearing work. Vegetative screens will be planted where powerline R-O-W crosses public roads and trails. Planted trees are to be maintained by CEA through two summers and at least one winter.

c. Trees and vegetation will be cut with hand tools or hand held power saws. Small timber and brush will be chipped and spread as mulch. Trees greater than 4-inch diameter will be limbed, cut into four foot sections, stacked adjacent to public access roads, and made available to the public.

d. No trees or vegetation will be cleared within 100 feet of a stream.

e. Herbicides will not be used.

f. The grantee shall stake and flag the edges of the right-of-way prior to any clearing activity.

g. Revegetation work will be undertaken in accordance with Condition No. 19 above where vegetation was damaged or removed for construction and where continued clearance is not required for safe and reliable operation of the line.

h. Grasses and low shrubs will be left and allowed to grow on trails.

24. When animal lairs, bird nests or other situations of special ecological value are encountered during clearing or construction, every effort will be made to avoid that location, and wildlife authorities will be promptly notified to take whatever action they deem necessary.

25. This R-O-W access is contingent upon proper concurrence and non-objection from Alascom, Inc., Alaska Railroad, and the Alaska Power Administration for those portions of the R-O-W which traverses the easements granted and are on file with the Army.

26. That no gravel will be extracted from or within the easement area.
27. Fort Richardson personnel will be provided an opportunity to review and comment on all construction drawings associated with this project prior to the start of any work.
28. All new buildings, substations, towers, poles, and other structures south of Fossil Creek shall be colored to blend in with the surrounding environment. Conductors shall be non-reflective.
29. No chemicals, petroleum products, or other material will be stored near any body of water.
30. Any waste oil from construction equipment will be sealed in containers for removal to a proper disposal area.
31. Any transmission line section or other facilities deemed to constitute a potential danger to aircraft will be modified or relocated as necessary and hazard lights or markers will be installed as necessary.
32. All electrical facilities shall incorporate every known means to minimize electronic interference and induced currents. This will include grounding, static free insulators, and corona resistant conductors. Chugach Electric Association shall promptly investigate reported instances of interference and take necessary corrective action. Conductors and insulators will be cleaned, if necessary, to eliminate corona and static.
33. Upon completion of project, no evidence of roads or trails will remain in permit area, except for permitted access trails.
34. No personnel will remove, alter, or destroy any cultural resources on land covered under provisions of this permit, except as specifically authorized by the said officer. The Permittee shall immediately bring to the attention of the said officer any cultural resources discovered as a result of operations under this permit and shall leave such discoveries intact until told to proceed by the said officer.
35. The Permittee must follow the mitigation requirements set forth by the grantor concerning protection, preservation, or disposition of any cultural resources discovered. If cultural resources which might be eligible for the National Register of Historic Places are discovered, notice to proceed will not be given until compliance with section 106 of the National Historic Preservation Act, as modified by P.L. 94-422, has been accomplished as outlined in 36 CFR 800.
36. The Permittee or its constructor(s) shall furnish a performance bond or other security (hereinafter called "Bond") payable to the United States in the principal amount of one hundred thousand dollars (\$100,000) before any clearing begins. Said bond shall have the purpose of: 1. ensuring the performance by the Permittee or its contractor(s) of each and every obligation of the Permittee or its contractor(s) under the terms and conditions of their permit;

and 2. providing for immediate payment to the United States of any cost or obligation incurred by the United States in performing any said obligation of the Permittee or its contractor(s) which, in the judgment of the said officer has not been performed satisfactorily.

37. Said bond shall be maintained in full force and effect during construction and rehabilitation of permit area and for so long thereafter as may be necessary.

38. No clearing or construction will be allowed until a Notice to Proceed is issued on the Public Domain lands by the Anchorage District Manager, Bureau of Land Management.

Fort Richardson
Transmission Line R.O.W.

LEGAL DESCRIPTION

18.15[±] acres

Parcel 1

A right-of-way for an electric power transmission line located within Fort Richardson Military Reservation, Sections 13, 14, and 24, Township 14 North, Range 3 West, Seward Meridian, Municipality of Anchorage, Anchorage Recording District, Third Judicial District, State of Alaska; said right-of-way being 75.00 feet wide, lying 37.5 feet on each side of the following described centerline:

Commencing at the southwest corner of Section 11, of said Township and Range, being common with Sections 10, 14, and 15, of said Township and Range;

Thence North 0°03' West, along the west boundary of said Section 11, a distance of 250.00 feet;

Thence South 36°19'26" East, a distance of 1948.66 feet to the north 1/16 line of Section 14 of said Township and Range and the True Point of Beginning;

Thence continuing South 36°19'26" East, a distance of 4,735.06 feet to a point being 100.00 feet northerly, when measured at right angles, of the south boundary line of said Section 14;

Thence South 89°59' East, along a line lying 100.00 feet northerly and parallel with the south boundary lines of said Sections 13 and 14, a distance of 4,159.34 feet to a point being 200.00 feet easterly, when measured at right angles, of the north-south centerline of said Section 13;

Thence South 42°45'21" East, a distance of 1649.79 feet to the east 1/16 line of Section 24 of said Township and Range, and the terminus of this description.

The sidelines of said right-of-way are to be prolonged or shortened so as to begin on the north boundary line of said Section 24 and terminate of the east 1/16 line of said Section 24.

There is excepted therefrom all that portion lying within the NW¼ of said Section 13.

Contains 18.15 acres, more or less.

OUTGRANT TO CHUGACH ELECTRIC ASSOCIATION

EXHIBIT B

Fort Richardson and Elmendorf AFB
Transmission Line R.O.W.

LEGAL DESCRIPTION

5.30[±] acres

Parcel 2

A right-of-way for an electric power transmission line located within Fort Richardson Military Reservation, Section 7, Township 13 North, Range 2 West, Seward Meridian, Third Judicial District, State of Alaska; said right-of-way being 75.00 feet wide, lying 37.5 feet on each side of the following described centerline;

Commencing at the northwest corner of Section 31 of said Township 13 North, Range 2 West; said corner being common with Section 30 of said Township and Range and Sections 25 and 36 of Township 13 North, Range 3 West;

Thence South, along the west boundary of said Section 31, a distance of 150.00 feet;

Thence North 89°40'13" East, a distance of 300.00 feet;

Thence North, along a line being 50 feet East and parallel with the west boundary line of said Sections 31 and 30, a distance of 5,517.60 feet;

Thence North 10°07'37" East, a distance of 1,909.95 feet to the TRUE POINT OF BEGINNING;

Thence continuing North 10°07'37" East, a distance of 2,310.00 feet;

Thence North 63°03'52" East a distance of 770 feet and the terminus of this description.

There is accepted from this description all that portion lying within the NW¼ of said Section 7.

Contains 5.30 acres, more or less.

OUTGRANT TO CHUGACH ELECTRIC ASSOCIATION

EXHIBIT B



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
State Office

555 Cordova Street, Pouch No. 7-512
Anchorage, Alaska 99510

IN REPLY REFER TO

2800
AA-12

J

NOV 29 1978

DECISION

RIGHT-OF-WAY GRANT

Details of Grant

{

Serial number of grant	AA-12918
Name of grantee	State of Alaska Department of Fish and Game 333 Raspberry Road Anchorage, Alaska 99502
Map showing the location and dimensions of grant:	
Map designations	Army Corps of Engineers, Fort Richardson map sheet 12 of 16, dated January 1, 1975 Map designation-Fish Hatchery at Fort Richardso Sec. 3, T. 13 N., R. 2 W., Seward Meridian
Date filed	April 7, 1977
Permitted use by grantee	Natural Gas Pipeline
Authority for grant	Sec. 28 of the Act of February 25, 1920 (41 Stat. 449), as amended by the acts of August 21, 1935 and August 12, 1953 (49 Stat. 678; 67 Stat. 557; 30 U.S.C. 185)
Regulations applicable to grant:	
Code reference	43 CFR 2800 through 2802, 43 CFR 2880 and 43 CFR Part 17
Date of grant	As noted above
Expiration date of grant	25 years from date of grant
Rental:	
Amount	
When payable by grantee	



01 DEC 1978

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Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated November 7, 1975 (40 FR 52069), as amended, a right-of-way, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant.
2. All regulations in 43 CFR 2800 as more specifically set forth in the attached terms and conditions.
3. There is hereby reserved to the Secretary of the Interior or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, under or adjacent to the land involved in this grant.
4. The right-of-way may be renewed. If renewed, the right-of-way will be subject to regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
5. The dimensions of the right-of-way are 10 feet wide, 703 feet long.
6. Filing of proof of construction within 5 years from date of the grant.
7. See attached stipulations which are made a part hereof by reference.

/s/ Robert E. Sorensen

Chief, Branch of Lands
and Minerals Operations

Enclosures:
Map
Stipulations
ASO 2800-3

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

Part I

A. Definitions

As used herein, the following terms have the following meanings:

"Authorized Officer" means the District Manager, Bureau of Land Management, having jurisdiction over the grant area, or the person designated or delegated to act in his stead with respect to the subject matter of this grant.

"Grantee" means each and every governmental agency, individual, person or company, including partnerships, corporations, joint ventures, associations, or any other business firms engaged in, or which shall become engaged in, the use of the grant area, together with their employees, agents, contractors and subcontractors, and the employees of each of them.

"Grant" means the license, lease, permit, or other permission granted by the United States to the grantee for the use of public lands and resources.

"Grant area" means the specific area described in the grant

"Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

"Fish spawning beds" means the areas, usually gravel, where anadromous and resident fish deposit their eggs.

"Water craft" means anything capable of floating on or being carried by water, i.e., flotation devices, rubber or log rafts, canoes, sailing vessels, and all motorized or nonmotorized boats or vessels.

B. General

1. Acknowledgements of Grantee

Grantee, by accepting this grant and commencing activities pursuant thereto, acknowledges each of the following:

- a. That, except where the approval of the Authorized Officer is required before grantee may commence a particular operation, neither the United States nor any of its agents or employees agrees to or is in any way obligated to examine or review any plan, design, specification, or other document which may be filed by grantee with the Authorized Officer pursuant hereto.
- b. That the absence of any comment by the Authorized Officer or any other employee of the United States with respect to any plan, design, specification, or other document

ch may be filed by grantee with the Authorized Officer does not represent in any way whatever any assent to, approval of, or concurrence in such plan, design, specification, or other document or of any action proposed therein.

- c. That this grant and the rights and privileges granted thereby, is subject to all valid existing rights in an to the land which is described in the grant and that the United States makes no representations or warranties whatever either express or implied, as to the existence, number, or nature of such valid existing rights.
- d. That grantee shall have available during construction and for use of the grant area a representative capable of exercising authority in order to assure compliance with the requirements of the Authorized Officer.

2. Responsibility of the Authorized Officer

- a. The Authorized Officer, and such representatives of Federal agencies as he may designate, may inspect the exploration, construction, operations, or any other activities of grantee in the grant area at any time.
- b. For purposes of information and review, the Authorized Officer at any time may call upon grantee to furnish any or all data related to preconstruction, construction, or operation activities undertaken in connection with the grant and any related facilities. Grantee shall furnish the requested data as promptly as possible, or as otherwise required under the terms of this grant or other applicable grants.
- c. In the event the Authorized Officer determines in his discretion that grantee has failed or refused to comply with the provisions of this grant or any other grant issued in connection with this grant, the Authorized Officer, by written order, may suspend or terminate any or all of grantee's activities. Grantee shall not resume such suspended or terminated activities until given written authorization to do so by the Authorized Officer.
- d. All decisions, orders, and determinations of the Authorized Officer, unless otherwise indicated by him in writing, shall be appealable to the Alaska State Director, Bureau of Land Management, and from there in accordance with 43 CFR 1840. During the pendency of any such appeal, the Authorized Officer's decision, order, or determination shall not be suspended, but shall remain in full force and effect until final disposition of the appeal.

3. Changes in Conditions

Unforeseen conditions arising during construction and operation in accordance with the grant may make it necessary to revise or amend these stipulations. In that

Contract, grantee and the Authorized Officer shall agree as to what revisions or amendments shall be made. If they are unable to agree, the Secretary of the Interior, through the Director and Alaska State Director, Bureau of Land Management, shall have final authority to determine the matter.

4. Equal Opportunity

During the performance of this contract, the contractor agrees as follows:

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this Equal Opportunity clause.
- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- 3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this Equal Opportunity clause, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 4) The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 5) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by

the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6) In the event of the contractor's noncompliance with the Equal Opportunity clause of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7) The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including actions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

5. Civil Rights Act of 1964

- a. The grantee covenants and agrees that it will comply with the provision of Title VI of the Civil Rights Act of 1964, and that it will not, for the period during which the property conveyed by this instrument is used for the purposes designated in this grant, or for another purpose involving the provisions of similar services or benefits, engage in any discriminatory actions prohibited by 43 CFR 17.3, to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the program for which the grantee received Federal financial assistance by this grant. This assurance shall obligate the grantee, or in the case of transfer of the property granted herein, any transferee for the period of this grant.

- b. The grantee further agrees that [redacted] will not transfer the property conveyed by this instrument for the purpose designated in the grant or for another purpose involving the provision of similar services or benefits, unless and until the transferee gives similar written assurance to the Authorized Officer, Bureau of Land Management, that it will comply with the provisions of paragraph a hereof.
- c. The grantee agrees that the right is reserved to the Department of the Interior to declare the terms of this grant terminated in whole or in part and to revert in the United States full title to the property conveyed herein, in the event of a breach of the nondiscrimination provisions contained in paragraph 1 hereof during the term of this right-of-way.
- d. The grantee agrees that as long as the property conveyed hereby is used for the purpose designated in this grant or for another purpose involving the provision of similar services or benefits, the obligation to comply with the provisions of Title VI of the Civil Rights Act of 1964 shall constitute a covenant running with the land for the term of this grant.
- e. The grantee agrees that in the event of a violation or failure to comply with the requirements imposed by paragraph a, the United States may seek judicial enforcement of such requirements.
- f. The grantee agrees that it will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility granted.
- 6 Liabilities and Responsibilities of Grantee
- a. Any structure, property, or land harmed or damaged by or during the construction, operation, or maintenance of the grant area shall be reconstructed, repaired, rehabilitated, and restored (as may be necessary) by grantee as soon as practicable, so that the condition thereof is acceptable to the Authorized Officer. Grantee shall further abate, as soon as practicable, any condition existing with respect to the grant area or its related facilities, or with respect to the construction, operation, or maintenance thereof, which may be causing harm or damage to any person, structure, property, land, stream, or wildlife.
- b. Grantee shall be liable to the United States for any damage suffered or cost or expense incurred by the United States in any way arising from or connected with any occupancy or use of the lands under this grant whenever

such damage, cost, or expense results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the grantee his employees, contractors, or employees of such contractors. Grantee shall also indemnify the United States against any liability for injury to life or person or for damage to property arising from or connected with any use or occupancy under this grant whenever such injury or damage results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the grantee, his employees, contractors or employees of such contractors; provided, however, that if the grantee is a State or other governmental agency which has no legal power to assume such liability with respect to damage to property caused by it, such agency shall in lieu thereof, and to the extent required by the Authorized Officer, repair such damage, or wherever possible, replace property damaged beyond reasonable economic repair (43 CFR 2801.1-5(f)).

7 Improvements

- a. Unless otherwise provided for, any existing telephone, telegraph, and transmission lines, fences, ditches, roads, trails, and/or other improvements shall be protected in all phases of grantee's construction operations under this grant. Unauthorized damage to utilities and improvements shall be promptly repaired to a condition which is at least as good as the condition just prior to such damage.
- b. All roads and trails needed for fire protection shall be kept free of logs, slash, and debris.

8. Federal, State, and Local Laws and Regulations

Grantee shall comply with all applicable Federal, State, and local laws and regulations thereunder, existing or hereafter enacted or promulgated, affecting in any manner construction, operation or maintenance of the grant area.

9. Survey Monuments

- a. Grantee shall mark and protect all survey monuments within or near the grant area against destruction, obliteration, or damage during the life of this permit. If any public land monuments or corner accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged, grantee shall, by utilization of a registered land surveyor, reestablish or restore at the same location the monuments or corner accessories using surveying procedures in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1947 ED.," and shall record such

the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the Authorized Officer. Written permission from the Authorized Officer must be obtained before a monument may be moved or buried.

- b A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point, and any new monuments or accessories established to perpetuate the corner position.

10. Environmental Briefing

Prior to and during construction activities, grantee shall provide for environmental and other pertinent briefings of construction and other personnel.

11. Construction

- a. Prior to commencement of construction, grantee shall, at the request of the Authorized Officer, submit a schedule of its construction activities. This schedule shall be in such detail as he may require. During the course of construction, this schedule shall be updated and resubmitted when major changes occur or at the request of the Authorized Officer.
- b All new construction shall be restricted to an 8% grade or less, unless a steeper grade is approved by the Authorized Officer.

12. Termination of Use

Upon revocation or termination of the grant or abandonment of any section of the grant area, grantee shall remove all improvements and restore the land to the satisfaction of the Authorized Officer. Such removal and restoration shall be accomplished within 60 days from the date of revocation, termination, or abandonment, or within 60 days of the time weather and ground conditions permit access to the grant area.

C. Regulation of Public Access

- 1. After construction is completed, grantee shall permit free and unrestricted public access to and upon the grant area for all lawful and proper purposes excepting areas required to be closed for public safety, and with the consent of the Authorized Officer.
- 2. During construction, permittee shall regulate public access and vehicular traffic as required to facilitate

operations and to protect the public and wildlife from hazards associated with the grant. For this purpose, grantee shall provide warnings, flagmen, barricades, and other safety measures as necessary.

3. During construction, grantee shall provide alternate routes for existing roads and trails as determined by the Authorized Officer, whether or not these roads or trails are recorded.

D. Pollution Abatement

1. Pesticides and Herbicides

The use of pesticides and herbicides is limited to non-persistent and immobile types. An approved list of pesticides and herbicides, together with application constraints, may be obtained from the Authorized Officer.

2. Water Pollution

- a. Grantee shall conduct its activities in a manner to prevent pollution of land and water, thereby protecting aquatic and terrestrial life.
- b. Toxic material or sediments shall not be released in any lake or water drainage in such concentrations as would exceed acceptable water standards. Every effort shall be made to protect water bodies from damage by erosion and unnatural drainage conditions. Criteria for compliance will be the "Alaska State Plan-Water Quality Standards for Interstate Waters within the State of Alaska," as revised.
- c. Unless waived by the Authorized Officer, dikes or cofferdams shall be installed to separate work areas from lakes or streams during construction.
- d. Mobile ground equipment shall be kept out of the waters of lakes, streams, or rivers, except for necessary crossings within the grant area limits.

E. Erosion Control

1. General

- a. The design of the grant area, roads, and associated structures shall include specifications for the construction of erosion control and drainage features that will minimize the concentration of water and thereby reduce erosive effects.
- b. The erosion control measures such as water bars, contour furrows, water spreaders, diversion ditches,

ugs, or other control measures shall be constructed to avoid induced and accelerated erosion and to lessen the possibility of forming new drainage channels resulting from construction activity on the grant area.

2. Stream Banks

- a. Excavated cuts through stream banks shall have side slopes that will not erode or slide.
- b. Where practicable, unless otherwise approved by the Authorized Officer, temporary access over stream banks shall be made through use of fill ramps rather than by excavating through stream banks. Grantee shall remove such ramps upon termination of seasonal use or abandonment.

3. Disturbed Areas

- a. Grantee shall conduct all construction, operation, and maintenance activities with minimum disturbance to vegetation.
- b. Disturbed areas shall be restored by grantee as nearly as practicable to their original condition as follows:
 - (1) All disturbed areas shall be left in a stabilized condition. Stabilization practices, as determined by the needs of specific sites, shall include: seeding, planting, mulching, and the placement of mat binders, soil binders, rock or gravel blankets or structures.
 - (2) Material sources shall have the walls sloped to a degree satisfactory to the Authorized Officer.
 - (3) Seeding and planting shall be conducted during the first growing season and shall be repeated if unsuccessful on the first attempt. All other restoration shall be completed within 60 days of the time ground and weather conditions permit.
 - (4) Unless other acceptable methods such as controlled burning or burial are approved by the Authorized Officer, all trees, snags, stumps, or other woody

ugs, or other control measures shall be constructed to avoid induced and accelerated erosion and to lessen the possibility of forming new drainage channels resulting from construction activity on the grant area.

2. Stream Banks

- a. Excavated cuts through stream banks shall have side slopes that will not erode or slide.
- b. Where practicable, unless otherwise approved by the Authorized Officer, temporary access over stream banks shall be made through use of fill ramps rather than by excavating through stream banks. Grantee shall remove such ramps upon termination of seasonal use or abandonment.

3. Disturbed Areas

- a. Grantee shall conduct all construction, operation, and maintenance activities with minimum disturbance to vegetation.
- b. Disturbed areas shall be restored by grantee as nearly as practicable to their original condition as follows:
 - (1) All disturbed areas shall be left in a stabilized condition. Stabilization practices, as determined by the needs of specific sites, shall include: seeding, planting, mulching, and the placement of mat binders, soil binders, rock or gravel blankets or structures.
 - (2) Material sources shall have the walls sloped to a degree satisfactory to the Authorized Officer.
 - (3) Seeding and planting shall be conducted during the first growing season and shall be repeated if unsuccessful on the first attempt. All other restoration shall be completed within 60 days of the time ground and weather conditions permit.
 - (4) Unless other acceptable methods such as controlled burning or burial are approved by the Authorized Officer, all trees, snags, stumps, or other woody

material not having commercial or construction value, shall be mechanically chipped and spread in a manner that will aid seeding establishment, soil stabilization, and the minimization of permafrost degradation.

4. Disturbance of Natural Waters

- a. All construction activities of grantee which may create new lakes, drain existing lakes, divert natural drainages, permanently alter stream hydraulics, disturb streambeds or degrade water quality, shall be prohibited unless approved in advance by the Authorized Officer.
- b. The grantee will not be the judge as to significant areas subject to appreciable damage or degradation. Definite specifications shall be a part of each grant identifying water or land disturbance that will be acceptable. Specific problem areas will be identified and protective actions required will be set forth in detail by the Authorized Officer.

5. Areas of Unstable Soils

Areas having soils that are susceptible to slides and slumps, excessive settlement, severe erosion, and soil creep shall be avoided wherever possible. However, if these areas cannot be avoided, or are encountered unexpectedly, grantee shall design its construction to insure maximum stability.

6. Off Area Traffic

Grantee's vehicles shall not be operated outside the boundaries of the grant area, or on access roads or other roads, except as required to protect life, limb, public property, or with the consent of the Authorized Officer.

F. Sanitation and Waste Disposal

1. All waste generated during construction and operation under the grant shall be removed or otherwise disposed of in a manner acceptable to the Authorized Officer. All applicable standards and guidelines of the Alaska State Department of Health and Welfare, the United States Public Health Service, and the Federal Water Pollution Control Administration shall be adhered to by grantee. All burning shall meet the requirements of all applicable State and Federal laws and regulations and shall be used with maximum precautions to prevent forest and tundra fires. After burning, unconsumed material shall be disposed of in a manner approved in advance by the Authorized Officer.

2. Emissions from pumps, motors, equipment, installations, and burning material must meet the air quality standards of the United States Public Health Service and the State of Alaska. The best practicable portable or permanent waste disposal systems shall be used and shall be approved in advance by the Authorized Officer.

G. Aesthetics

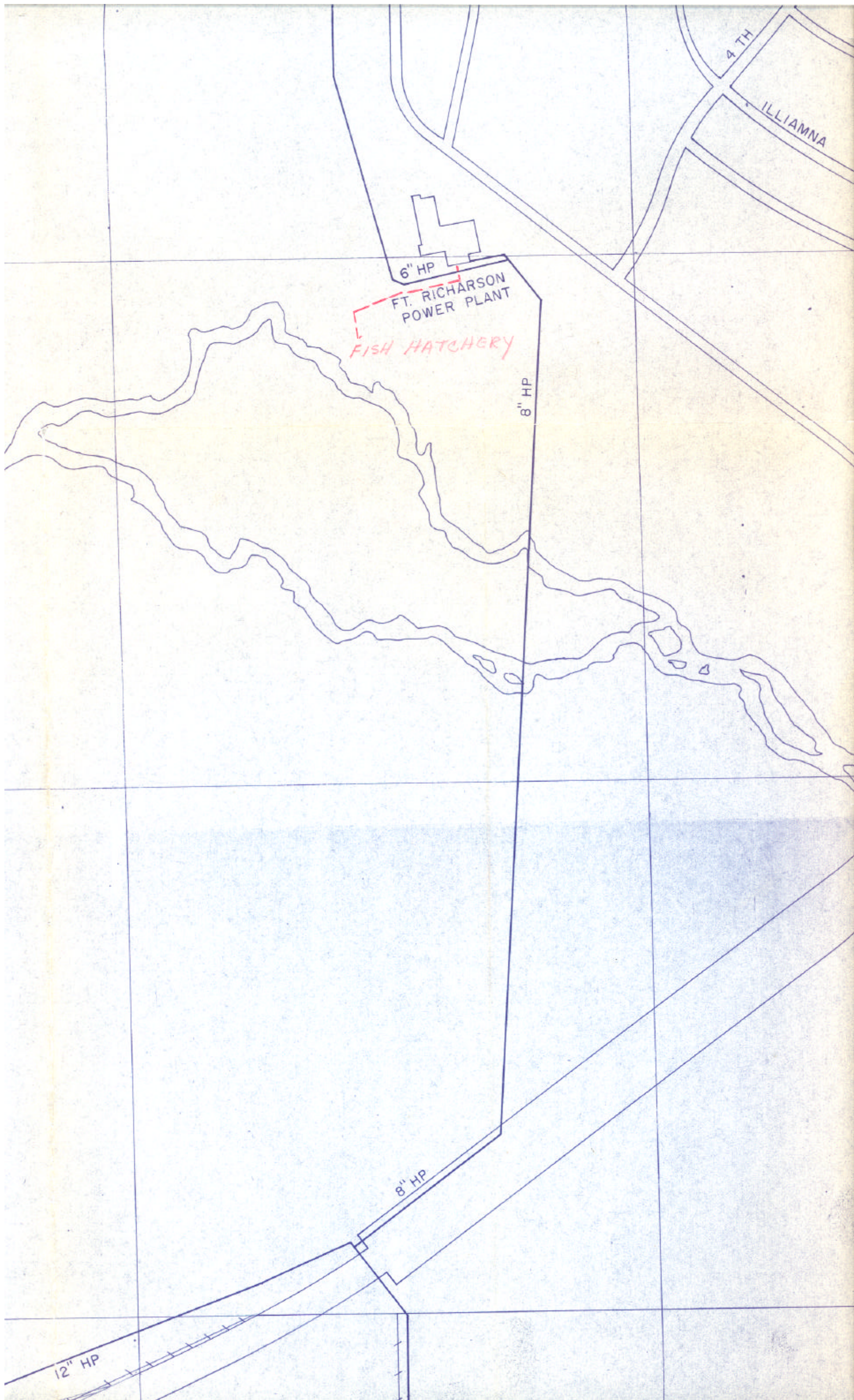
Grantee shall consider all aesthetic values in planning, construction and operation of the grant area, its associated facilities and roads. All permanent structures shall be constructed in such a manner as to harmonize with their natural setting. In order to protect aesthetic values, topographic features, vegetative screening, and natural materials, colors which harmonize with the surroundings may be required by the Authorized Officer.

H. Fire Prevention

Grantee shall take all measures necessary for the prevention and suppression of fires on the grant area and on other Federal lands. Grantee shall comply with all applicable laws and regulations, and with the instructions and directions of the Authorized Officer concerning the prevention and suppression of fires, including the furnishing of reasonable numbers of personnel and equipment to assist in fire suppression.

I. Antiquities and Historical Sites

1. Any known antiquities and/or historical sites shall be tested prior to issuance of a grant. Grantee shall not invade any known site.
2. If, in connection with any operation under this grant, grantee discovers any archeological, paleontological, or historical values, he shall immediately notify the Authorized Officer and use such protection measures as are necessary. The Authorized Officer may suspend that portion of grantee's operations as necessary to preserve evidence pending investigation of the site by a professional archeologist. If it should become necessary to salvage any artifacts, the professional archeologist who investigates the site will provide an on-the-ground opinion regarding protective measures to be undertaken by grantee, and/or he will supervise moving the artifacts to an accredited depository at the expense of the grantee.
3. Two copies of all excavation reports shall be filed with the Authorized Officer.



April 3, 1987

Real Estate Division
Management and Disposal Branch
(405-80a)

Mr. John J. Rumps
District Manager
Anchorage District Office
Bureau of Land Management
6881 Abbott Loop Road
Anchorage, Alaska 99507

Dear Mr. Rumps:

This is in reference to our letter dated November 9, 1979 concerning the Department of the Army's nonobjection to the construction and placement of a 230 KV transmission line across the Fort Richardson Military Reservation, your case file number AA-16161. Also, reference is made to a letter from Chugach Electric Association, Inc., to your office dated February 2, 1987, requesting a relocation of a portion of the right-of-way, due to the widening of the Glenn Highway.

The Department of the Army has advised this office they interpose no objection to the relocation of the right-of-way, as shown in red on the attached drawing, subject to the same conditions as imposed by the original Right-of-Way Grant (AA-16161).

Request this office be provided with two copies of the amended right-of-way grant for our records.

Sincerely,

Ernest L. Woods, Jr.
Chief, Real Estate Division

Attachment

Copy Furnished:

Chugach Elec. Assn.
PO Box 196300
Anchorage, AK 99519-6300 with/attachment

NPARE
CONCUR:
NPARE-M
Moore
4/3 Heimsat
Lamore
NPARE-P
Klein

4/3
Marcus/b/449
3 Apr 87
3370A

405-80a Mgmt File

Fort Richardson

DACA85-9-80-8



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

Alaska State Office
701 C Street, Box 13
Anchorage, Alaska 99513

IN REPLY REFER TO

2800 (941)
AA-16161

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

MAR 25 1980

DECISION

Right-of-Way Grant

Details of Grant

Serial number of grant:	AA-16161
Name of Grantee:	Chugach Electric Association, Inc P.O. Box 3518 Anchorage, Alaska 99501
Map showing the location and dimensions of grant:	See attached
Map designation	Chugach Electric Association Right-of-Way Map University Substation to Knik Arm: Drawing No. 108-706-1, Sheet 1 of 3, as amended by drawing titled Chugach Electric Association 230 KVA Transmission Line Alternative Route "K"; Drawing No. 108-706-2, Sheet 2 of 3; Drawing No. 108-706-3, Sheet 3 of 3
Date filed	January 9, 1978; Amended May 16, 1979
Permitted use by grantee	75 foot wide (37.5 feet each side of centerline) 230 kV electrical transmission line right-of-way, except for that portion of the right-of-way located in Section 34, 35 and 36 of T. 13 N., R. 3 W., Seward Meridian which is 100 feet overall in width and coincides with BLM granted Chugach Electric Association, Inc. right-of-way serial number A-029894.
Authority for grant	P. L. 94-579 (October 21, 1976) Title V, 90 Stat. 2743

Regulations applicable to grant:

Code reference

43 CFR 2800-2802, 2850 and
43 CFR Part 17

Date of grant

MAR 25 1960

Expiration date of grant

February 26, 2010

Rental:

Amount

When payable by grantee

Terms and Conditions of Grant

Pursuant to the authority vested in the undersigned by Order No. 701 of the Director, Bureau of Land Management, dated November 7, 1975 (40 FR 52069), as amended, a right-of-way, which is an easement issued pursuant to P.L. 94-579 (October 21, 1976), Title V, 90 Stat. 2743, the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid rights existing on the date of the grant
2. All Departmental regulations contained in 43 CFR 2800 as more specifically set forth in the attached terms and conditions.
3. There is hereby reserved to the Secretary of the Interior as his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, under or adjacent to the land involved in this grant.
4. The right-of-way may be renewed. If renewed, the right-of-way will be subject to Departmental regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
5. The width of the right-of-way is 75 feet in overall width (37.5 feet each side of centerline); except, in Sections 34, 35 and 36 of T. 13 N., R. 3 W., Seward Meridian where it is 100 feet in overall width and coincides with Bureau of Land Management granted Chugach Electric Association, Inc. right-of-way serial number A-029894. The length of the right-of-way authorized under this grant, administered by the Bureau of Land Management, is approximately 16.5 miles.
6. Filing of proof of construction within five (5) years from date of the grant.

Bonding in the amount of 250 thousand dollars (\$250,000.00) as stated in Stipulation 11.1, attached hereto, is required within 30 days after issuance of grant.

8. See attached standard and special stipulations which are hereby made a part of this grant.
9. Cost Reimbursement
 - A. As a condition to the grant of this right-of-way and related facilities, the holder shall reimburse the United States for all reasonable administrative and other costs heretofore or hereafter incurred directly or indirectly by the Department of the Interior for: (1) processing applications filed by the holder in connection with the right-of-way granted by this document, including

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected occupied and/or settled, and leased.

preparation of environmental impact statements and other special studies; and (2) in inspection and monitoring of all or any part of the right-of-way and related facilities.

B. Subject to collection, receipt is hereby acknowledged by the Department of the sum of \$31,116.70, which has been paid to the United States by the holder at the time of execution of this document. This sum represents the amount of the costs referred to in subsection A of this section, which were incurred by the Department through December 31, 1979.

C. Upon notification by the United States, the holder shall hereafter pay to the United States such sums as the Secretary shall determine to be required to reimburse the Department for the costs, referred to in Subsection A of this section, to be incurred by it subsequent to December 31, 1979.

/s/ Valliere A. Cacy

Acting Chief, Branch of Lands
and Minerals Operations

Enclosures:
Map
Stipulations
ASO 2800-3

cc:

U.S. Department of Energy
Alaska Power Administration
P.O. Box 50
Juneau, Alaska 99802
(w/cy of stips)

U.S. Army of Corps of Engineers ✓
Alaska District
P.O. Box 7002
Anchorage, Alaska 99510
(w/cy of stips)

The Alaska Railroad
P.O. Box 7-2111
Anchorage, Alaska 99510

Municipality of Anchorage
Office of the Mayor
Metropolitan Clearing House
Pouch 6-650
Anchorage, Alaska 99502

Alaska Gas and Service Company
P.O. Box 6288
Anchorage, Alaska 99503

3. Rental Not applicable (REA Cooperative)

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 365 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) A: Proposed Relocation Map, dated 1/9/87 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Within 180 days of completion of construction, the grantee shall provide BLM with an "as built" survey showing the location of all improvements within the realigned segments of the right-of-way.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.


(Signature of Holder)

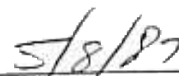
Chugach Electric Association, Inc.
Richard D. Newland, General Manager
(Title)

May 5, 1987

(Date)


(Signature of Authorized Officer)

Anchorage District Manager
(Title)



(Effective Date of Grant)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
041

Serial Number
AA-16161

1. A (right-of-way) ~~permit~~ ~~is hereby granted pursuant to:~~ Hereby amended pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

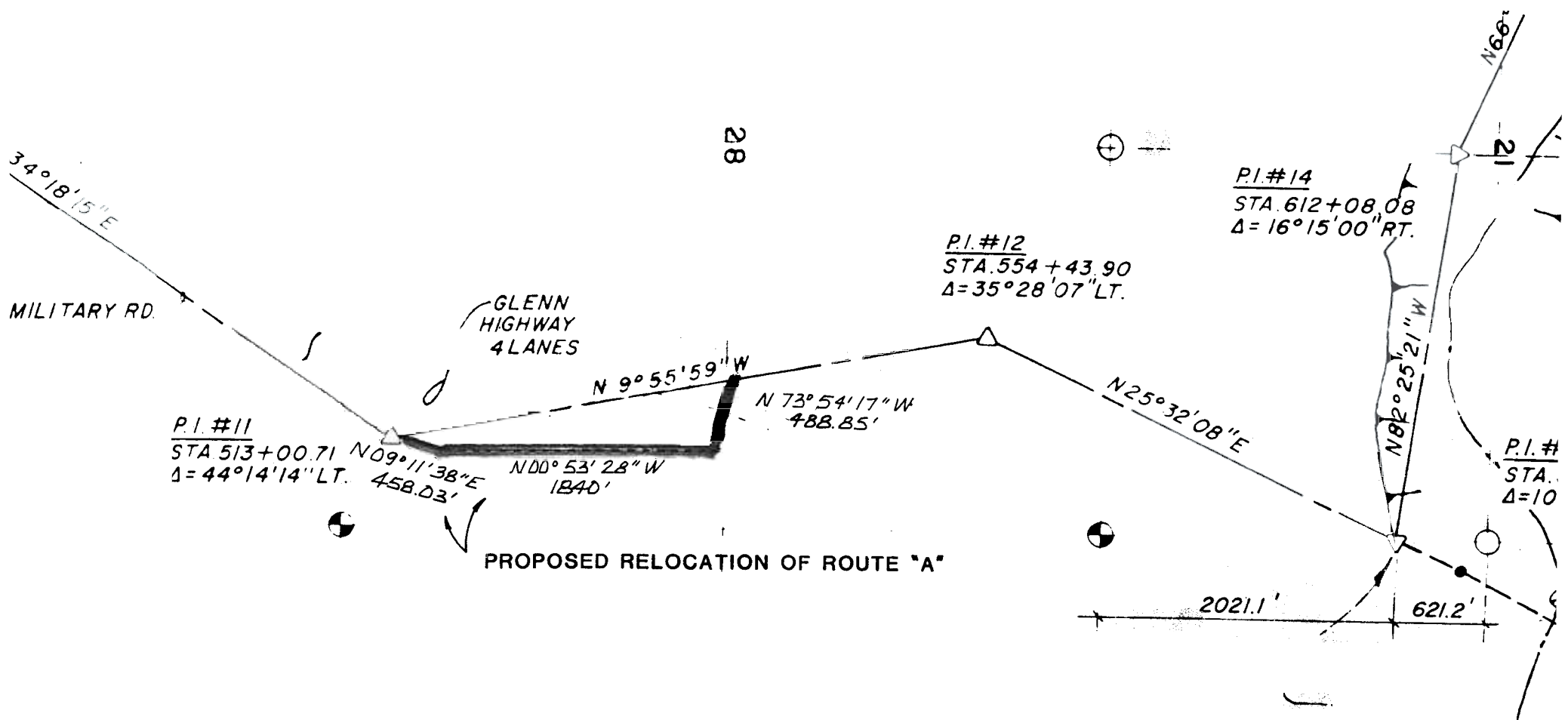
- a. By this instrument, the holder Chugach Electric Association, Inc. receives a right to construct, operate, maintain, and terminate a Electrical Transmission Line on public lands (or Federal land for MLA Rights-of-Way) described as follows:

The alignment of the granted right-of-way AA-16161, may be modified as indicated on the attached Right-of-way Map, proposed relocation, drawing No. 108-706-2 A sheet 2 of 3, R. W. Retherford Associates, Anchorage, Alaska (1/9/87).

- b. The right-of-way or permit area granted herein is 75 feet wide, 4230.63 feet long and contains 7.3 acres, more or less. If a site type facility, the facility contains _____ acres.

This instrument shall terminate on February 26, 2010, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.



NOTE: RIGHT-OF-WAY APPLICATION TO
BEAM HERE



SHIP CREEK

3' 52" E

SKI BOWL RD.

PI #8
STA 364+21.57
 $\Delta = 34^{\circ} 18' 34" \text{ LT}$

N25°45'18"E

PI #9
STA 397+68.71
 $\Delta = 24^{\circ} 42' 10" \text{ RT}$

N45°45'06"E
143.75'

PROPOSED RELOCATION OF STRUCTURE 8-7

FRONTAGE ROAD

N53°27'28"E

PROPOSED C.E.A.
230 KV TRANSMISSION
LINE

GLENN HIGHWAY
OVERPASS



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, CORPS OF ENGINEERS
P.O. BOX 7002
ANCHORAGE, ALASKA 99510

REPLY TO
ATTENTION OF:

NPARE-MD

14 September 1981

Mr. Curtis V. McVee
State Director
Bureau of Land Management
State Office
701 C Street, Box 13
Anchorage, Alaska 99513

Dear Mr. McVee:

Reference is made to letter dated 2 June 1981 from your office concerning the proposed Right-of-Way Grant, Serial No. AA-41759, for the Alaska Pipeline Company natural gas pipelines located on the Fort Richardson Military Reservation.

The proposed grant has been reviewed and approved subject to the following:

- a. That a "Hold Harmless" clause be added to the instrument
- b. That under paragraph 2.4.1 of the Definitions and General Stipulations, a statement be included to provide for employment consideration of handicapped persons and disabled veterans.

As you are aware, all the area involved is withdrawn public domain land wherein the Bureau of Land Management retained the right to grant rights to others, except for 1/4-mile of fee owned land located in Section 34, Township 13 North, Range 2 West, Seward Meridian. Originally, we had intended to grant the right-of-way through this fee owned portion. However, in view of the authority provided by Public Law 93-153, paragraph (c)(2), we feel it would be in the best interest of the Government if you would also include the fee owned Federal land area in your right-of-way grant.

Accordingly, you may consider this letter a statement of nonobjection for the issuance of the entire right-of-way through the Fort Richardson Military Reservation by your agency provided the conditions noted in paragraph 2 above are added to the proposed right-of-way grant. This statement of nonobjection is identified by number DACA85-9-81-57 and supersedes number DACA85-9-81-35 which is now closed on our records.

NPARE-MD
Mr. Curtis V. McVee

14 September 1981

After the right-of-way has been granted, the Department of the Army will be responsible for collecting back compensation due the Government beginning with the time the gas pipelines started serving off-base commercial customers up to the effective date of the grant.

Please furnish this office three copies of the right-of-way grant when it is issued.

Sincerely,



DENNIS E. KLEIN
Acting Chief, Real Estate Division

CONCUR: Date:
NPARE-MD
Marcus
LaMore 9/14
9/14
Mrs. Gonzales/mlf/2720

MFR: The matter of BLM issuing over the 1/4-mile of fee owned lands was coordinated by FONECON with Julie Gibbons of BLM on 8 Sep and with Jim Reasoner of NPD on 10 Sep 81.

1504-08 Management Files

Fort Richardson

DACA85-9-81-57



DEPARTMENT OF THE ARMY
ALASKA DISTRICT, CORPS OF ENGINEERS
P.O. BOX 7002
ANCHORAGE, ALASKA 99510

REPLY TO
ATTENTION OF:

NPARE-MD

14 September 1981

Mr. Curtis V. McVee
State Director
Bureau of Land Management
State Office
701 C Street, Box 13
Anchorage, Alaska 99513

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- a. That a "Hold Harmless" clause be added to the instrument
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Accordingly, you may consider this letter a statement of nonobjection for the issuance of the entire right-of-way through the Fort Richardson Military Reservation by your agency provided the conditions noted in paragraph 2 above are added to the proposed right-of-way grant. This statement of nonobjection is identified by number DACA85-9-81-57 and supersedes number DACA85-9-81-35 which is now closed on our records.

NPARE-MD
Mr. Curtis V. McVee

14 September 1981

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Sincerely,



DENNIS E. KLEIN
Acting Chief, Real Estate Division

CONCUR: Date:
NPARE-MD
Marcus
LaMore 9/14
9/14
Mrs. Gonzales/mlf/2720

MFR: The matter of BLM issuing over the 1/4-mile of fee owned lands was coordinated by FONECON with Julie Gibbons of BLM on 8 Sep and with Jim Reasoner of NPD on 10 Sep 81.

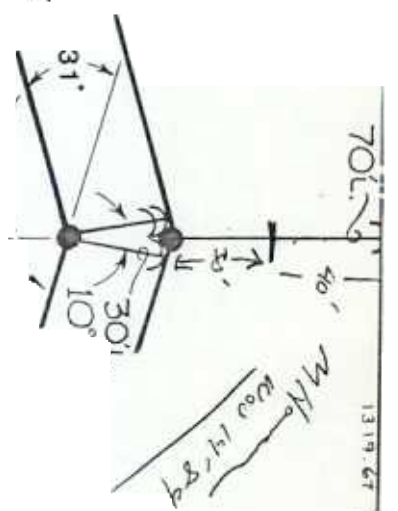
1504-08 Management Files

Fort Richardson

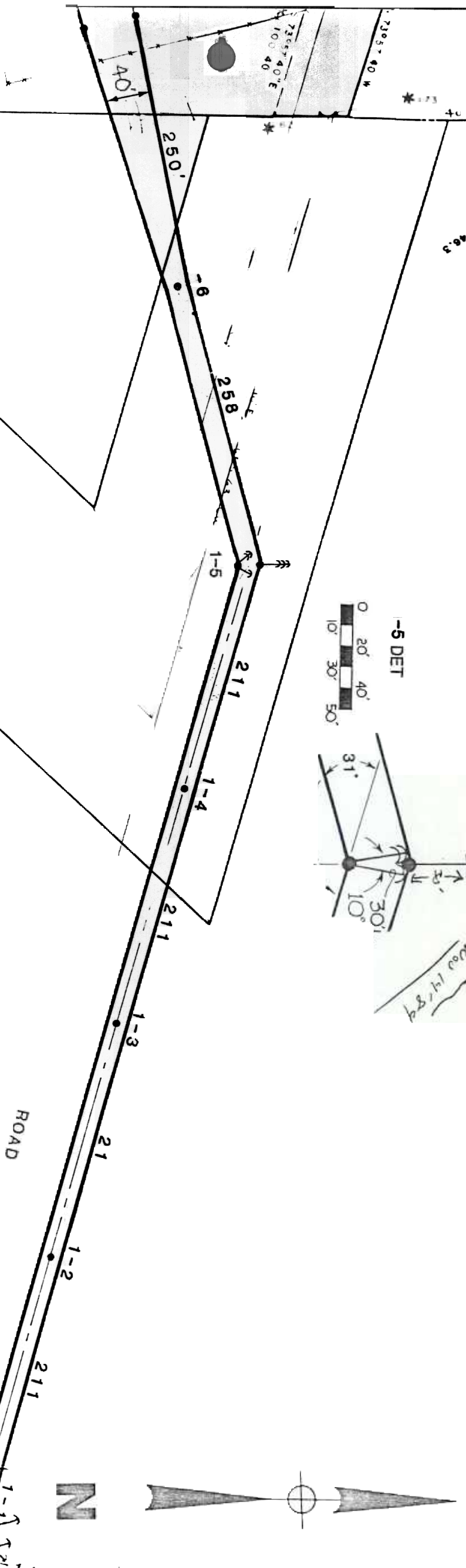
DACA85-9-81-57

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ML&P/CEA 230KV NTERTE
LNE TAP

IN

0 2

November 6, 1984

Real Estate Division
Management and Disposal Branch

Mr. Mike Haskins
Chief, Lands Adjudication Section
Anchorage District Office
Bureau of Land Management
4700 E. 72nd Avenue
Anchorage, Alaska 99502

Dear Mr. Haskins:

Reference is made to your letter dated August 13, 1984 forwarding a right-of-way application by Chugach Electric Association (your file No. AA53840) for a powerline right-of-way located within the Fort Richardson Military Reservation.

The Department of the Army interposes no objections for Bureau of Land Management to issue a right-of-way grant for the proposed powerline, subject to the following conditions:

a. That if any cultural resources are uncovered during construction, the project engineer will stop all work that may damage such resources and contact the 172d Infantry Brigade (Alaska) Environmental Office as well as the Alaska State Historic Preservation Officer.

b. That the 172d Infantry Brigade (Alaska), Directorate of Engineering and Housing will be notified not less than three working days prior to initial entry onto the reservation so that training activities can be coordinated with range officials during periods of construction or maintenance.

c. That the Chugach Electric Association will guarantee the security of the reservation adjacent to the right-of-way at all times during construction. Any natural or man-made barriers removed during construction will be restored or replaced in a permanent manner upon completion.

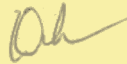
d. That topping, pruning and clearing of trees and vegetation shall be limited to that which is necessary for construction and safe reliable operation of the line. Trees will not be cut down where topping or pruning will provide adequate clearing.

-2-

Request you furnish this office with two completed copies of the BLM right-of-way grant with appropriate drawings when issued. For purposes of identification, this nonobjection is assigned No. DACA85-9-85-8.

If further information is necessary, please contact Mr. Marcus of this office at 753-2850.

Sincerely,



CF:
Commander
172d Infantry Brigade (Alaska)
ATTN: AFZT-EH-PSR
Fort Richardson, Alaska 99505

mef
CONCUR:
NPARE-MD

per Moore
Gonzalez
LaMore

11/6 Marc

Marcus/b1/3-28
0961A
6 Nov 84

1504-08 ~~kgm~~ File

Ft Richardson

DACA85-9-85-8



United States Department of the Interior

IN REPLY REFER TO:

2801 (014)
AA-53840

BUREAU OF LAND MANAGEMENT

ANCHORAGE DISTRICT OFFICE

4700 East 72nd Avenue
Anchorage, Alaska 99507

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

NOV 16 1984

DECISION

RIGHT-OF-WAY GRANT

Details of Grant

Serial number of grant	AA-53840
Name of grantee	Chugach Electric Association, Inc. 5601 Minnesota Drive Anchorage, Alaska 99502
Map showing the location and dimensions of grant:	
Map designations	ML&P/CEA 230KV Intertie Line Tap. Engineering drawing No. 107.152 dated September 21, 1984. Guying guide illustration TMG-2.
Date filed	November 14, 1984
Permitted use by grantee	Electrical transmission line and guy and anchor locations.
Authority for grant	Act of October 21, 1976 (90 Stat. 2743, 43 U.S.C. 1761-1771)
Regulations applicable to grant:	
Code reference	43 CFR 2800-2804
Date of grant	As noted above.
Expiration date of grant	Fifty (50) years from date of issuance.
Rental:	
Amount	N/A (REA)
When payable by grantee	N/A

Terms and Conditions of Grant

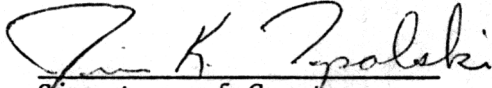
Pursuant to the authority vested in the undersigned by Departmental Manual, Section 1203, Bureau of Land Management, dated January 3, 1983, as supplemented, a right-of-way, which is an easement issued pursuant to the Act of October 21, 1976 (90 Stat. 2743, 43 U.S.C. 1761-1771), the details of which are shown above, is hereby granted for the public lands involved 1/, subject to the following terms and conditions:

1. All valid existing rights on the date of the grant
2. All Departmental regulations contained in 43 CFR 2800 as more specifically set forth in the attached terms and conditions.
3. There is hereby reserved to the Secretary of the Interior or his lawful delegate, the right to grant additional rights-of-way or permits for compatible uses on, under or adjacent to the land involved in this grant.
4. The right-of-way may be renewed. If renewed, the right-of-way will be subject to Departmental regulations existing at the time of renewal and such other terms and conditions deemed necessary to protect the public interest.
5. This right-of-way grant shall be subject to periodic review at the end of the 15th year and at regular intervals thereafter not to exceed ten years.
6. The dimensions of the right-of-way vary to due diverging lines and guy and anchor locations; however, the width is 60 feet overall except on the westerly end the width will be 100 feet overall. The linear distance is depicted on the engineering drawings and totals approximately 1,400 feet not including the additional area needed for guy and anchor purposes. Located in Sec. 7, T. 13 N., R. 2 W., Seward Meridian.

Handwritten notes:
 $1400 \times 60 =$
 $84,000 \div 43560 = 1.928$
Ken
7. The grantee shall submit to the Bureau of Land Management within 60 days of the issuance of this grant a nonreturnable payment in the amount of \$20
8. Vegetal material cut during the construction and maintenance of the project will be disposed of by mulching or removal from the military reservation.
9. See attached stipulations which are hereby made a part of this grant
10. "Authorized Officer" means the District Manager, Bureau of Land Management, having jurisdiction over the grant area, or the person designated to act in their stead with respect to the subject matter of this grant.

1/ For the purpose of this grant, public domain lands include those reserved or withdrawn for specific purposes, entered, selected, occupied and/or settled, and leased.

11. The signing of this grant constitutes the acceptance by the grantee of the terms, conditions, and stipulations specified herein.


Signature of Grantee

LAND SERVICES MANAGER
Chugach Electric Association


Area Manager
Peninsula Resource Area

Enclosures:

Map

Stipulations

DEFINITIONS AND GENERAL STIPULATIONS

I. DEFINITIONS

As used herein, the following terms have the following meanings:

"Authorized Officer" means the District Manager, Bureau of Land Management, having jurisdiction over the grant area, or the person designated or delegated to act in his stead with respect to the subject matter of this grant.

"Grantee" means each and every governmental agency, individual, person or company, including partnerships, corporations, joint ventures, associations, or any other business firms engaged in, or which shall become engaged in, the use of the grant area, together with their employees, agents, contractors and subcontractors, and the employees of each of them.

"Grant" means the license, lease, permit, or other permission granted by the United States to the Grantee for the use of public lands and resources.

1.4 "Grant area" means the specific area described in the grant.

.5 "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes and equipment.

II. GENERAL STIPULATIONS

Acknowledgements of Grantee

Grantee, by accepting this grant and commencing activities pursuant thereto, acknowledges each of the following:

2.1.1. That, to except where the approval of the Authorized Officer is required before Grantee may commence a particular operation, neither the United States nor any of its agents or employees agrees to or is in any way obligated to examine or review any plan, design, specification, or other document which may be filed by Grantee with the Authorized Officer pursuant hereto.

2.1.2 That the absence of any comment by the Authorized Officer or any other employee of the United States with respect to any plan, design, specification, or other document which may be filed by Grantee with the Authorized Officer does not represent in any way whatever any assent to, approval of, or concurrence in such plan, design, specification, or other document or of any action proposed therein.

- 2.1.3 That this grant and the rights and privileges granted thereby, is subject to all valid existing rights in and to the land which is described in the grant and that the United States makes no representations or warranties whatever either express or implied, as to the existence, number, or nature of such valid existing rights.
- 2.1.4 The Grantee shall identify and have available during construction and use of the grant area a representative capable of exercising authority in order to assure compliance with the requirements of the Authorized Officer.

2.2 Responsibility of the Authorized Officer

- 2.2.1 The Authorized Officer, and such representatives of Federal agencies as he may designate, may inspect the exploration, construction, operations, or any other activities of Grantee in the grant area at any time.
- 2.2.2 For purposes of information and review, the Authorized Officer at any time may call upon Grantee to furnish any or all data related to preconstruction, construction, or operation activities undertaken in connection with the grant and any related facilities. Grantee shall furnish the requested data as promptly as possible, or as otherwise required under the terms of this grant or other applicable grants.
- 2.2.3 In the event the Authorized Officer determines in his judgment that Grantee has failed or refused to comply with the Standard and Special Stipulations, or other provisions of this grant, the Authorized Officer, by written order, may suspend or terminate any or all of Grantee's activities. The Grantee shall not resume such suspended or terminated activities until given written authorization to proceed by the Authorized Officer.
- 2.2.4 The Authorized Officer may, by written order, temporarily suspend or terminate activities of the Grantee, if in the Authorized Officer's judgment, an immediate temporary suspension of such activities is necessary to protect: (1) public health or safety (including but not limited to, personal injury or loss of life); or (2) the environment from immediate serious, substantial, and irreparable harm or damage to areas of vegetation or timber, fish or other wildlife populations, or their habitats, or any other natural resources during periods of unforeseen seasonal, climatic, or other detrimental physical conditions.

2.2.5 The Authorized Officer shall give the Grantee prior notice of the temporary suspension order as he deems practicable. If circumstances permit, the Authorized Officer shall consult with the Grantee, prior to issuing the order, to discuss appropriate measures to (1) forthwith abate or avoid the harm or threatened harm that is the reason for the issuance of the order or, (2) effect compliance with the provisions or order, whichever is applicable.

2.2.6 Any temporary suspension order which, in an emergency, is given orally shall be confirmed in writing as rapidly as is practicable under the circumstances. Each written order or written confirmation of an order shall set forth the reasons for the suspension. Each temporary suspension order shall be limited, insofar as is practicable to the particular area or activity that is or may be affected by the activities or conditions that are the basis of the order. Each order shall be effective as of the date and time given, unless it specifies otherwise. Each order shall remain in full force and effect until modified or revoked in writing by the Authorized Officer of the Secretary.

Resumption of any suspended activity shall be promptly authorized by the Authorized Officer in writing when he is satisfied that (1) the harm or threatened harm has been abated or remedied, or (2) the Grantee has effected, or are ready, willing and able to effect compliance with the provision or order, whichever is applicable.

2.2.7 All decisions, orders, and determinations of the Authorized Officer, unless otherwise indicated by him in writing shall be appealable to the Alaska State Director, Bureau of Land Management, and from there in accordance with 43 CFR 1840. During the pendency of any such appeal, the Authorized Officer's decision, order, or determination shall not be suspended, but shall remain in full force and effect until final disposition of the appeal.

2.3 Liabilities and Responsibilities of Grantee

2.3.1 Any structure, property, or land harmed or damaged by or during the construction, operation, or maintenance of the grant area shall be reconstructed, repaired, rehabilitated, and restored (as may be necessary) by grantee as soon as practicable, so that the condition thereof is acceptable to the Authorized Officer. Grantee shall further abate, as soon as practicable any condition existing with respect to the grant area or its related facilities, or with respect to the construction, operation, or maintenance thereof, which may be causing harm or damage to any person, structure, property, land, stream, or wildlife.

2.3.2 Grantee shall be liable to the United States for any damage suffered or cost or expense incurred by the United States in any way arising from or connected with any occupancy or use of the lands under this grant whenever such damage, cost, or expense results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the Grantee, his employees, contractors, or employees of such contractors. Grantee shall also indemnify the United States against any liability for injury to life or person or for damage to property arising from or connected with any use or occupancy under this grant whenever such injury or damage results from any breach of a term or condition of this grant by, or from any negligent or wrongful act or omission of the Grantee, his employees, contractors or employees of such contractors; provided, however, that if the Grantee is a State or other governmental agency which has no legal power to assume such liability with respect to damage to property caused by it, such agency shall in lieu thereof, and to the extent required by the Authorized Officer, repair such damage, or wherever possible, replace property damaged beyond reasonable economic repair [43 CFR 2803.1-4(f)].

2.4 Liability

- 2.4.1 The Grantee shall indemnify the United States against any liability for damage to life or property arising from the use of public lands under this grant.
- 2.4.2 To the extent lawfully required pursuant to the authority of 43 USC section 1734(b) and section 1764(g)(1976) the Grantee shall reimburse the United States for all reasonable administrative costs exclusive of management overhead, and other costs heretofore or hereafter incurred directly or indirectly by the Department for: (1) processing applications filed by the Grantee in connection with the system; and (2) monitoring the construction, operation, maintenance, and termination of all or any part of the system.

2.5 Right of the United States to Perform

If after thirty (30) days after the completion of construction, or in an emergency such shorter period as shall not be unreasonable, as determined by the Authorized Officer and the Grantee's official representative, following the making of a demand therefore by the Authorized Officer in writing, the Grantee or their respective agents, employees, contractors or subcontractors (at any tier) shall fail or refuse to perform any of the actions required by the provisions of this grant, the United States shall have the right, but not the obligation, to perform any or all of such action at the sole expense of the Grantee. Prior to the delivery of any such demand, the Authorized Officer shall confer with the Grantee,

if he deems it practicable to do so, regarding the required action or actions that are included in the demand. The Authorized Officer, following the procedures outlined in 43 CFR 2802.1-2, shall submit to the Grantee a statement of the expenses incurred by the United States during the preceding quarter in the performance by the United States of any required action and, in the absence of dispute, the amounts shown to be due on each statement shall be paid by the Grantee in accordance with 43 CFR 2802.1-2. The following are Required Actions (in General):

Repair, replace, rehabilitate property and natural resources.

Abate any condition causing or threatening to cause a hazard to health and safety or cause damage to Public Resources.

Provide emergency aid.

Remove improvements and equipment and restore land.

Regulate Public Access.

Restore survey monuments.

Properly remove and dispose of waste.

Stabilize disturbed areas and slopes.

Seed and plant disturbed areas

Remove equipment and supplies.

Changes in Conditions

Unforeseen conditions arising during construction and operation in accordance with the grant may make it necessary to revise or amend these stipulations. In that event, Grantee and the Authorized Officer shall agree as to what revisions or amendments shall be made. If they are unable to agree, the Secretary of the Interior, through the Director and Alaska State Director, Bureau of Land Management, shall have final authority to determine the matter.

Termination of Use

Upon revocation or termination of the grant or abandonment of any section of the grant area, Grantee shall remove all improvements and restore the land to the satisfaction of the Authorized Officer. Such removal and restoration shall be accomplished within 60 days from the date of revocation, termination, or abandonment, or within 60 days of the time weather and ground conditions permit access to the grant area.

2.8 Civil Rights

The Grantee agrees not to exclude any person from participating in employment or procurement activity connected with this grant on the grounds of race, creed, color, national origin, and sex, and to ensure against such exclusions, the Grantee further agrees to develop and submit to the proper reviewing official specific goals and timetables with respect to minority and female participation in employment and procurement activity connected with this grant. The Grantee will take affirmative action to utilize business enterprises owned and controlled by minorities or women in its procurement practices connected with this grant. Affirmative action will be taken by the Grantee to assure all minorities or women applicants full consideration of all employment opportunities connected with this grant. The Grantee also agrees to post in conspicuous places on its premises, which are available to contractors, subcontractors, employees, and other interested individuals, notices which set forth equal opportunity terms; and to notify interested individuals, such as bidders, contractors, purchasers, and labor unions or representatives of workers with whom it has collective bargaining agreements, of the Grantee's equal opportunity obligations.

Improvements

2.9.1 Unless otherwise provided for, any existing telephone, telegraph, and transmission lines, fences, ditches, roads, trails, and/or other improvements shall be protected in all phases of Grantee's construction operations under this grant. Unauthorized damage to utilities and improvements shall be promptly repaired to a condition which is at least as good as the condition just prior to such damage.

2.9.2 All roads and trails needed for fire protection shall be kept free of logs, slash, and debris.

2.10 Federal, State, and Local Laws and Regulations

Grantee shall comply with all applicable Federal, State, and local laws and regulations thereunder, existing or hereafter enacted or promulgated, affecting in any manner, construction, operation or maintenance of the grant area.

Survey Monuments

2.11.1 Grantee shall mark and protect all survey monuments within or near the grant area against destruction, obliteration, or damage during the life of this permit. If any public land monuments or corner accessories, including but not limited to U.S. Coast and Geodetic, U.S. Geological Survey and/or Bureau of Land Management survey monuments, are destroyed, obliterated, or damaged

Grantee shall, by utilization of a registered land surveyor, reestablish or restore at the same location the monuments or corner accessories using surveying procedures, in accordance with the "Manual of Instructions for the Survey of Public Lands of the United States, 1973 Ed.," and shall record such in the appropriate records. Additional requirements for the protection of monuments, corners, and bearing trees may be prescribed by the Authorized Officer.

Written permission from the Authorized Officer must be obtained before a monument may be moved or buried.

- 2.11.2 A copy of the survey record shall be furnished to the Bureau of Land Management fully describing monuments and corner accessories found at the corner point, and any new monuments or accessories established to perpetuate the corner position.

Environmental Briefing

Prior to and during construction, operation, maintenance and termination of the project, Grantee shall develop and provide environmental and other pertinent briefings for supervisory personnel directly related to the project.

Construction Scheduling

Prior to commencement of construction, Grantee shall submit a schedule of its construction activities. This schedule shall be in such detail as he may require. During the course of construction, this schedule shall be updated and resubmitted when major changes occur or at the request of the Authorized Officer.

III. OPERATIONAL STIPULATIONS

Regulation of Public Access

- 3.1 During construction, Grantee shall regulate public access and vehicular traffic as required to facilitate operations and to protect the public and wildlife from hazards associated with the grant. For this purpose, Grantee shall provide warnings, flagmen, barricades, and other safety measures as necessary.

3.2 Fire Prevention

- 3.2.1 Grantee shall take all measures necessary for the prevention and suppression of fires on the grant area and on other Federal lands.

- 3.2.2 Grantee shall comply with all applicable laws and regulations, and with the instructions and directions of the Authorized Officer concerning the prevention and suppression of fires, including the furnishing of reasonable numbers of personnel and equipment to assist in fire suppression.

3.3 Pesticides and Herbicides

- 3.3.1 The Grantee, shall comply with the applicable Federal and State laws and regulations concerning the use of pesticides (i.e., insecticides, herbicides, fungicides, rodenticides, and other similar substances) in all activities/operations under this grant. The Grantee, shall obtain from the Authorized Officer approval of a written plan prior to the use of such substances.

- 3.3.2 The use of any substance under reference in paragraph 3.3.1 above is prohibited until the specific Notice to Proceed is issued by the Authorized Officer (see paragraph 3.9.1).

3.4 Pollution Control

- 3.4.1 Grantee shall conduct all activities in a manner that will avoid or minimize degradation of air, land and water quality. In the operation, maintenance and termination of the grant, Grantee shall perform activities in accordance with applicable air and water quality standards, related facility siting standards, and related plans of implementation, including but not limited to standards, adopted pursuant to the Clean Air Act, as amended, 42 USC 1857 et seq., and the Federal Water Pollution Control Act, as amended, 33 USC 1321 et seq.

3.4.2 Water and Land Pollution

Grantee shall comply with applicable "Water Quality Standards" of the State of Alaska as approved by the Environmental Protection Agency.

Mobile ground equipment shall not be operated in lakes, streams or rivers unless such operation is approved by the Authorized Officer.

3.4.3 Sanitation and Waste Disposal

All waste generated shall be removed or otherwise disposed of in a manner acceptable to the Authorized Officer. All applicable standards and guidelines of the Alaska State Department of Environmental Conservation, the United States Public Health Service, the Environmental Protection Agency, and other Federal

and State agencies shall be adhered to by the Grantee. All incinerators shall be used with maximum precautions to prevent forest and tundra fires. After incineration, material not consumed in the incinerator shall be disposed of in a manner approved by the Authorized Officer.

Construction

- 3.5.1 Within (180) days of completion of construction, Grantee will provide BLM with written notification that the construction is completed.
- 3.5.2 Within one (1) year of completion of construction, Grantee shall provide BLM with an "as built" survey showing the location of all improvements within the right-of-way.

IV. RESOURCE PROTECTION STIPULATIONS

Antiquities and Historical Sites

- 4.1.1 If, in connection with any operation under this grant, grantee discovers any archeological, paleontological, or historical values, he shall immediately notify the Authorized Officer and use such protection measures as are necessary. The Authorized Officer may suspend that portion of grantee's operations as necessary to preserve evidence pending investigation of the site by a professional archeologist. If it should become necessary to salvage any artifacts, the professional archeologist who investigates the site will provide an on-the-ground opinion regarding protective measures to be undertaken by grantee, and/or he will supervise moving the artifacts to an accredited depository at the expense of the grantee.
- 4.1.2 The grantee or any contractor will not injure, alter, destroy, or collect any site, structure, object, or other values of historical, archeological, paleontological or other cultural importance.

Threatened and Endangered Species

4.2.1 Notification

If in the course of any activities authorized by this grant any evidence of threatened or endangered species is discovered, the Authorized Officer is to be notified immediately and any field operations which may affect the species or habitat immediately suspended until further notice.

SPECIAL STIPULATIONS

1. That if any cultural resources are uncovered during construction, the project engineer will stop all work that may damage such resources and contact the 172nd Infantry Brigade (Alaska) Environmental Office, as well as the Alaska State Historic Preservation Officer.
2. That the 172nd Infantry Brigade (Alaska) Directorate of Engineering and Housing will be notified not less than three (3) working days prior to initial entry onto the reservation so that training activities can be coordinated with range officials during periods of construction or maintenance.
3. That the CEA will guarantee the security of the reservation adjacent to the right-of-way at all times during construction. Any natural or man-made barriers removed during construction will be restored or replaced in a permanent manner upon completion.
4. That topping, pruning, and clearing of trees and vegetation shall be limited to that which is necessary for construction and safe, reliable operation of the line. Trees will not be cut down where topping or pruning will provide adequate clearing.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

18 Anchorage District

AA-62919 (2800)

a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);

b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);

c. ☐ Other (describe) _____

a. By this instrument, the holder Anchorage Water and Waste Water Utility receives a right to construct, operate, maintain, and terminate a 12" buried water transmission line on Ft. Richardson on public lands (or Federal land for MLA Rights-of-Way) described as follows:

T. 14 N., R. 2 W., Seward Meridian
Sec. 2, SW4; and
Sec. 11, NW4.

b. The right-of-way or permit area granted herein is 32 feet wide, 1,040 feet long and contains .76 acres, more or less. ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ The temporary construction width is 75 feet wide,

1,040 feet long and contains 1.79 acres. Refer to Exhibit 2 for specific dimensions.

c. This instrument shall terminate on June 13, 2013, 25 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.

d. This instrument ☐ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.

Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental: No rental pursuant to 43 CFR 2803.1-2 (b)(2)(iii)(A) and (B)

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 60 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) 1 and 2, dated February 26, 1988, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Within 60 days of completion of construction, Grantee shall provide BLM with an updated plan of development for this \$12,000,000 expansion to the Eagle River Wastewater Treatment Facility. (Reference AA-8329)
- h. BLM's monitoring of this right-of-way shall be simultaneous with Recreation and Public Purpose Lease AA-8329. The entire expansion will be monitored for compliance as one project.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

x Wallace M. Goy
(Signature of Holder)

for Dale R. Merrell
General Manager
Anchorage Water and Wastewater Utility
(Title)

JUN 01 1988

(Date)

John J. Rump
(Signature)

District Manager
(Title)

JUN 13 1988

(Effective Date of Grant)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

Issuing Office
Anchorage District

Serial Number
AA-73185

1. A (right-of-way) (permit) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder ALASCOM, INC. receives a right to construct, operate, maintain, and terminate a buried underground fiber optic communications cable on public lands ~~(EXCEPT LAND FOR MINERAL EXPLORATION)~~ described as follows: Beginning on the eastern boundary of the Alaska Railroad property with the lands withdrawn for Fort Richardson located approximately 980 feet north of the railroad crossing of Artillery Road; thence due east across S1/2 S1/2 SE1/4 of Sec. 3, T. 14 N., R. 2 W S. M. and across S1/2 S1/2 SW1/4 of Sec. 2, T. 14 N., R. 2 W. S. M. following the northern side of Artillery Road crossing the Municipality of Anchorage's Eklutna 54" concrete water pipeline and the Alaska Power Administration and the Matanuska Electric Association's Eklutna - Anchorage 115 K. V. electric power transmission lines; thence following the Municipality's 24" iron waterpipeline and MEA's electric powerline to the eastern boundary of Fort Richardson and the beginning of private property. The location of the cable to be placed as shown on the general site map filed with the application to BLM and as part of attached exhibits.

- b. The right-of-way or permit area granted herein is 15 feet wide, 4,750 feet long and contains 1.64 acres, more or less. ~~XXXXXX THE ACTIVITY THE ACTIVITY CONTAINS XXXXXXXXXXXX ACRES.~~
- c. This instrument shall terminate on August 8, 2020, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☒ may ☐ may not be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental: \$130 annually, in advance (estimated); to be adjusted upon receipt of a fair market appraisal.

For and in consideration of the rights granted, the holder agrees to pay the Bureau of Land Management fair market value rental as determined by the authorized officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the authorized officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with comparable commercial practices.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4)(d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1)(a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Exhibit(s) No. 1 thru 5, ~~have~~ itemized below attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

Attached Exhibits:

- 1. General site Map received with the application by BLM on May 1, 1990.
- 2. U. S. Army Corps of Engineers letter and statement of nonobjection DA CA 85-9-90-48 dated July 2, 1990.
- 3. Matanuska Electric Association, Inc. letter of nonobjection and conditions dated March 15, 1990.
- 4. Anchorage Water and Waste Water Utility letter of nonobjection and conditions dated March 19, 1990.
- 5. Alaska Power Administration letter of nonobjection and conditions dated March 28, 1990.

N WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

K. Laing
(Signature of Holder)

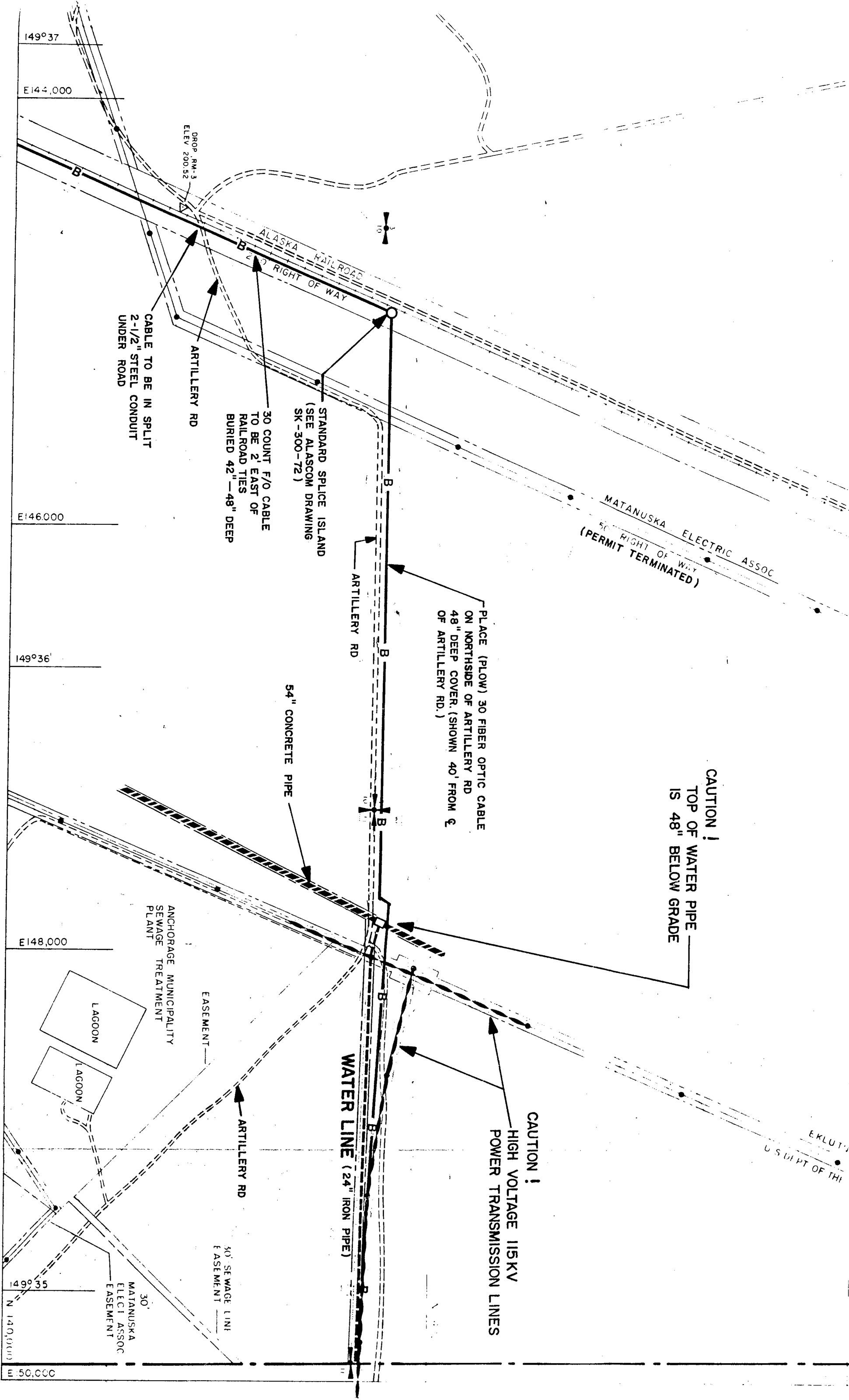
K. Laing
Vice President, Administration
(Title)

August 9, 1990
(Date)

Richard J. Vaniman
(Signature of Authorized Officer)

DISTRICT MGR.
(Title)

8-9-90
(Effective Date of Grant)



CAUTION !
TOP OF WATER PIPE
IS 48" BELOW GRADE

PLACE (PLOW) 30 FIBER OPTIC CABLE
ON NORTHSIDE OF ARTILLERY RD
48" DEEP COVER. (SHOWN 40' FROM E
OF ARTILLERY RD.)

CAUTION !
HIGH VOLTAGE 115KV
POWER TRANSMISSION LINES

WATER LINE (24" IRON PIPE)

54" CONCRETE PIPE

STANDARD SPLICE ISLAND
(SEE ALASCOM DRAWING
SK-300-72)
30 COUNT F/O CABLE
TO BE 2' EAST OF
RAILROAD TIES
BURIED 42"-48" DEEP

CABLE TO BE IN SPLIT
2-1/2" STEEL CONDUIT
UNDER ROAD

ARTILLERY RD

ARTILLERY RD

ARTILLERY RD

30' SEWAGE LINE
EASEMENT

30'
MATANUSKA
ELECT. ASSOC
EASEMENT

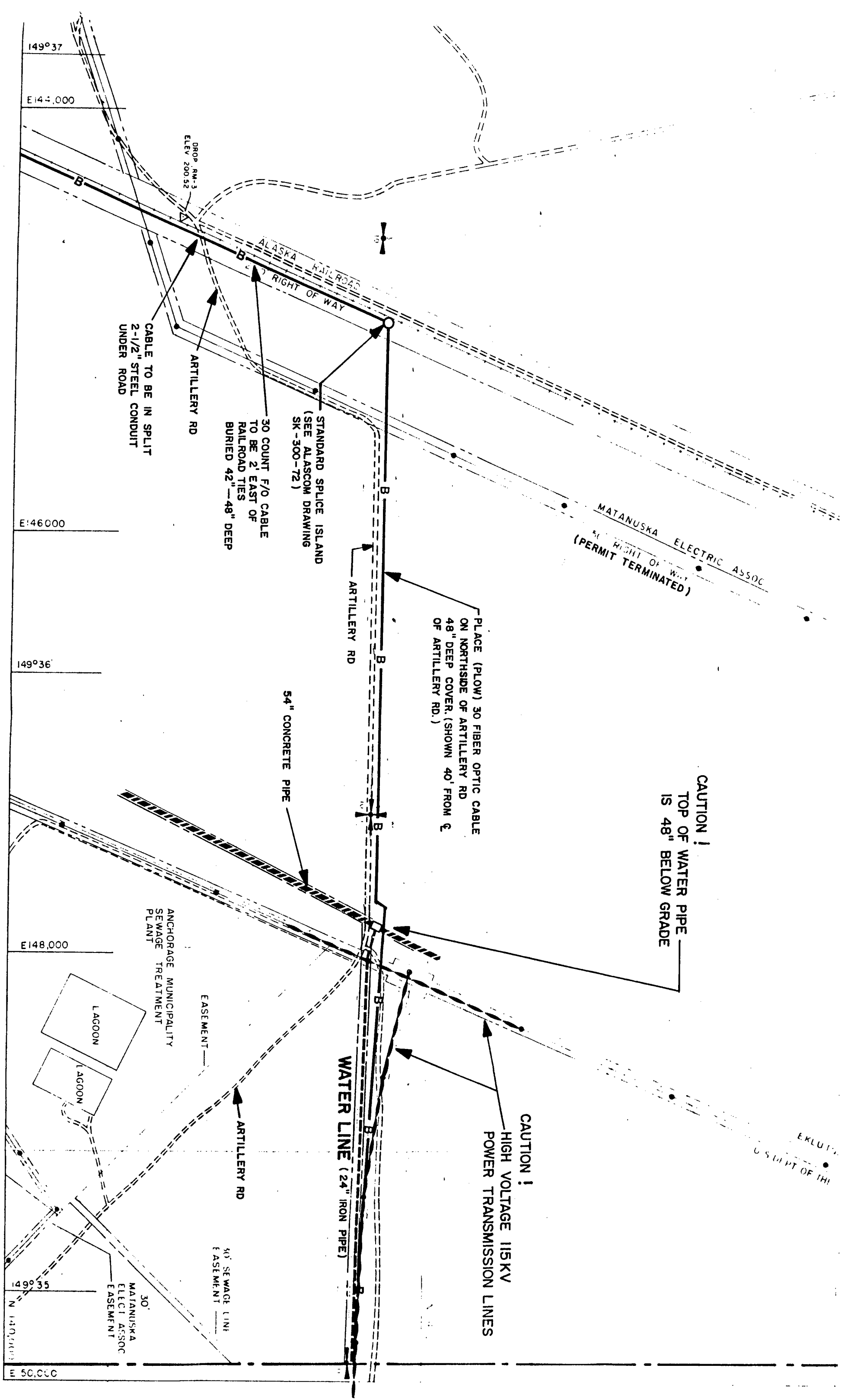
ANCHORAGE MUNICIPALITY
SEWAGE TREATMENT
PLANT

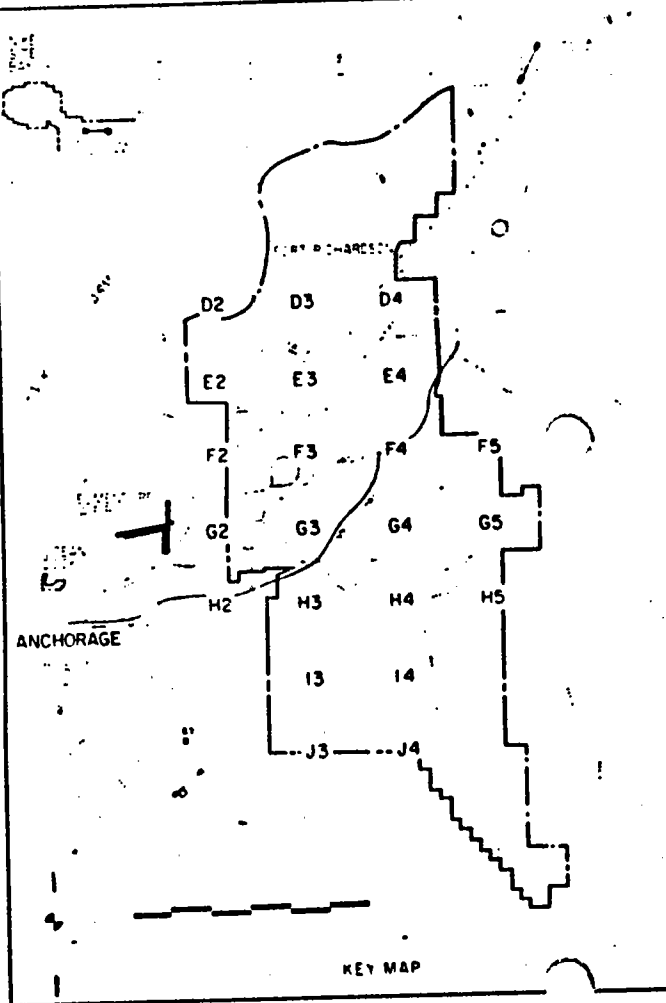
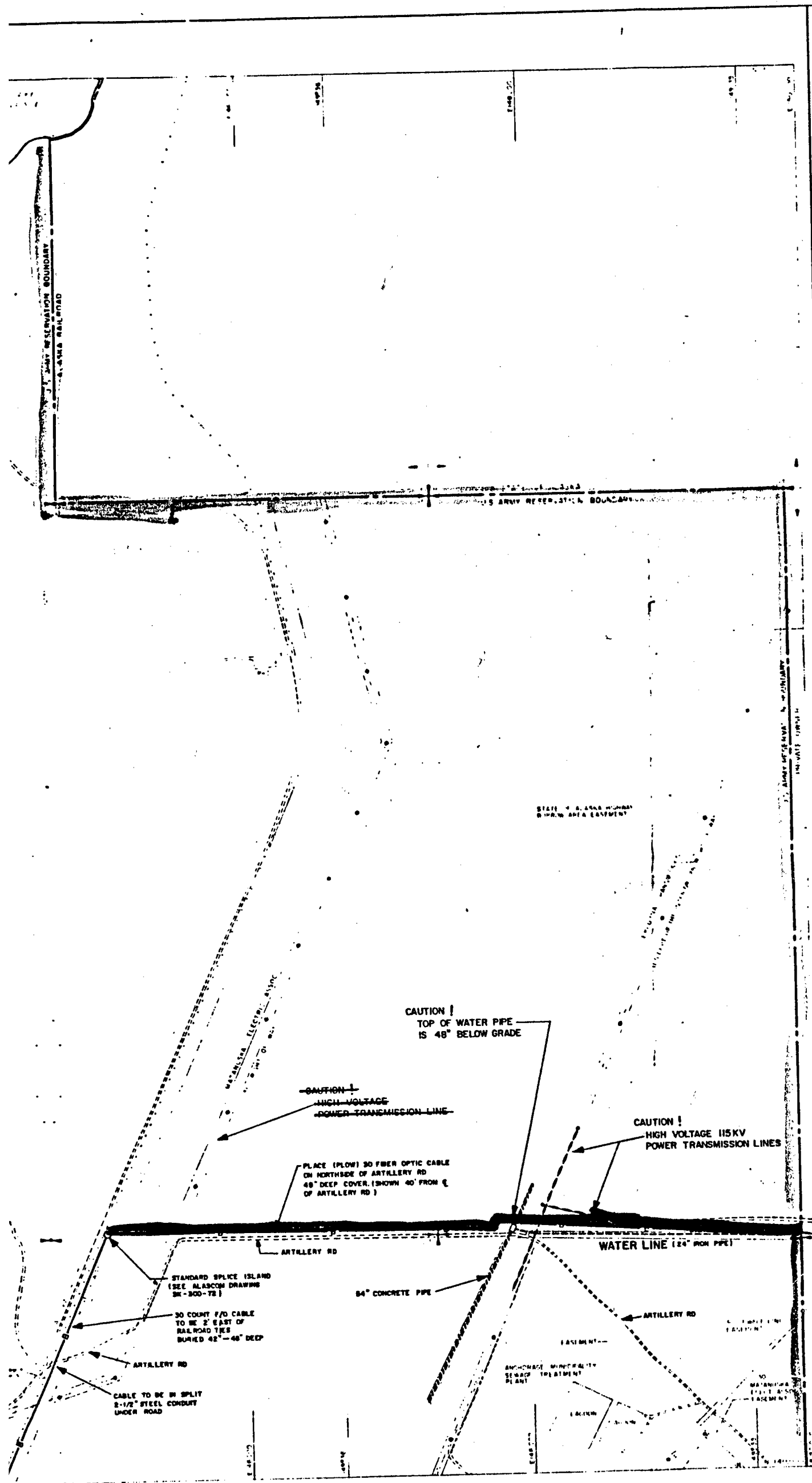
LAGOON

LAGOON

MATANUSKA ELECTRIC ASSOC
50' RIGHT OF WAY
(PERMIT TERMINATED)

EKLUT'
U.S. DEPT OF THE





- HIGH VOLTAGE 115KV POWER TRANSMISSION LINE
- WATER LINE (24" IRON PIPE)
- 64" CONCRETE PIPE
- ARTILLERY ROAD
- STATE 9. A. ASAS HIGHWAY
- RAILROAD TIES
- 30 COUNT #70 CABLE
- CABLE TO BE IN SPLIT 2-1/2" STEEL CONDUIT UNDER ROAD
- STANDARD SPLICE ISLAND
- WATER TREATMENT PLANT
- CAUTION! HIGH VOLTAGE 115KV POWER TRANSMISSION LINES
- CAUTION! TOP OF WATER PIPE IS 48" BELOW GRADE
- PLACE (FLOW) 30 FIBER OPTIC CABLE ON NORTHSIDE OF ARTILLERY RD 48" DEEP COVER (SHOWN 40' FROM E OF ARTILLERY RD)

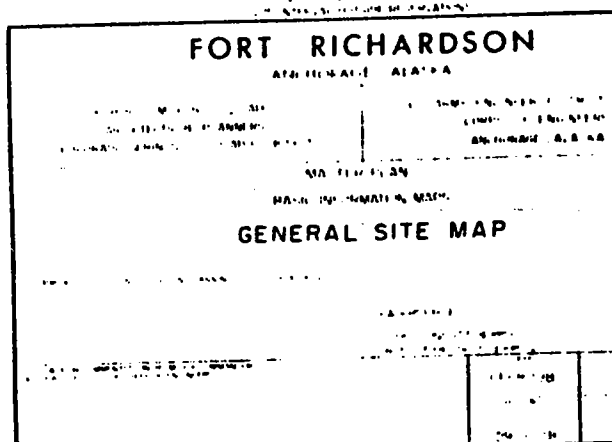


EXHIBIT A

ENCLOSURE



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 898
ANCHORAGE, ALASKA 99506-0898

July 2, 1990

PM 1:48

Real Estate Division
Management and Disposal Branch

LAND MANAGEMENT
ENGINEER DISTRICT

Mr. Paul Slooter
Administrator, Real Estate
Alascom, Inc.
Post Office Box 196607
Anchorage, Alaska 99519-6607

Dear Mr. Slooter:

We received your letter dated December 15, 1989 requesting an easement to cross land located on the Fort Richardson Military Reservation for a fiber optic cable.

Enclosed is our statement of nonobjection authorizing use of the land for the above stated purpose. The area involved is shown in red on the enclosed map.

This statement is furnished in lieu of a formal outgrant instrument in that the subject area was withdrawn for military purposes by Executive Order 8102, as amended, which specifically reserves the right to the Bureau of Land Management (BLM) to grant use of land to others, subject to military concurrence and conditions. Therefore, application for use of the land must also be submitted to Mr. Michael Kasterin, Anchorage District Office, Bureau of Land Management, 6881 Abbott Loop Road, Anchorage, Alaska 99507. A copy of this nonobjection with enclosure has been furnished to that office.

Please provide our office with three copies of the instrument issued by BLM so that we may complete our files. The term of this nonobjection will coincide with the term stipulated in the BLM grant.

For identification purposes, this nonobjection has been assigned No. DACA85-9-90-48. Please refer to this number in all future correspondence pertaining to the site.

Please contact me directly if I can be of further assistance. Detailed information desired by your staff can be obtained by contacting Mr. Marcus of this office at 753-2850.

Sincerely,

Signed

Dennis E. Klein
Chief, Real Estate Division

Enclosures

Copy Furnished:
Mr. Michael Kasterin
Anchorage Dist. Office
Bur. of Land Mgmt.
✓ 6881 Abbott Loop Rd.
Anchorage, AK 99507 with enclosure

STATEMENT OF NONOBJECTION

No. DACA35-9-90-48

The Department of the Army hereby states their nonobjection for Alascom, Inc., to occupy certain lands within the Fort Richardson Military Reservation for the purpose of installing, operating and maintaining a fiber optic communications cable. The land requested is for a 20-foot wide right-of-way, location of which is shown in Exhibit "A", attached hereto and made a part hereof.

This statement of nonobjection is granted subject to the following special conditions:

1. That no construction, additions to, or alterations of the premises be made without obtaining proprietary approval from the Army.

2. That it is understood that this instrument is effective only insofar as the rights of the United States Army in the said property are concerned; and that Alascom, Inc., shall obtain such permission as may be necessary on account of any other existing rights.

3. Access to and from the area will be coordinated with the Fort Richardson Range Control Office (863-3202) at least five working days prior to any ground surveys or construction activities to ensure there are no conflicts with scheduled training activities. Keys for the Eagle River (Artillery Road) access gate can be obtained for use during the construction period by submitting a list of personnel authorized a key to the Range Control Office. The gate will be locked at all times or guarded when unlocked to prevent access by unauthorized personnel.

4. The access road (Artillery Road) via Eagle River gate must remain unencumbered at all times to allow military units and vehicles access to training areas/facilities along this route.

5. An excavation permit is required and will be processed prior to the start of any construction or ground disturbing activities. The Underground Utilities Checklist will be obtained from the Directorate of Engineering and Housing, Real Property Branch, Building 730, Fort Richardson, Alaska.

6. Where the right-of-way parallels Artillery Road, the cable will be installed approximately 40 feet north of the centerline of the road. The right-of-way and cable installation will be kept north of and outside of the roadway (including the drainage ditch) at all times.

7. Alascom Inc., will repair any damage to United States Army property or improvements thereon caused by the actions of Alascom, Inc., in installing or maintaining the fiber optic cable. If Alascom, Inc., is unable to begin repairs within 48 hours, the United States Army may, at its option, effect the necessary repairs and Alascom, Inc., will reimburse the Army for such repairs.

8. The Army reserves to itself the right to construct, use, and maintain across, over, and/or under the right-of-way hereby granted electric transmission, communications, water, gas, gasoline, oil, and sewer lines, and other facilities, in such a manner as not to create any unreasonable interference with the use of the right-of-way herein granted.

9. The Army reserves to itself the right to utilize the right-of-way in conjunction with adjacent military lands for training activities, including, but not limited to movement of personnel, equipment, and vehicles over and across the right-of-way.

10. A legal description describing the right-of-way and three sets of as-built drawings of the project will be provided to the United States Army Engineer District, Alaska, Real Estate Division, P.O. Box 898, Anchorage, Alaska 99505-0898 upon completion of construction.

11. Alascom, Inc., for and in consideration of being granted a right-of-way on Fort Richardson, Alaska, to install fiber optic cable, hereby agrees to indemnify and defend, and releases and discharges for itself and its successors and assignees, all actions, claims, and demands that may accrue against the United State Government, or any of its agents or employees, for any damages, direct or consequential, resulting from the actions of Alascom, Inc., in installing and maintaining the fiber optic cable or any related activities.

12. That any rights granted herein shall be without cost or expense to the Government.

That it is understood that the Bureau of Land Management will issue the formal right-of-way grant for the fiber optic cable, incorporating therein the special conditions listed above.

FOR THE COMMANDER:

Signed

DENNIS E. KLEIN
Chief, Real Estate Division
U.S. Army Engineer District, Alaska

KNIK

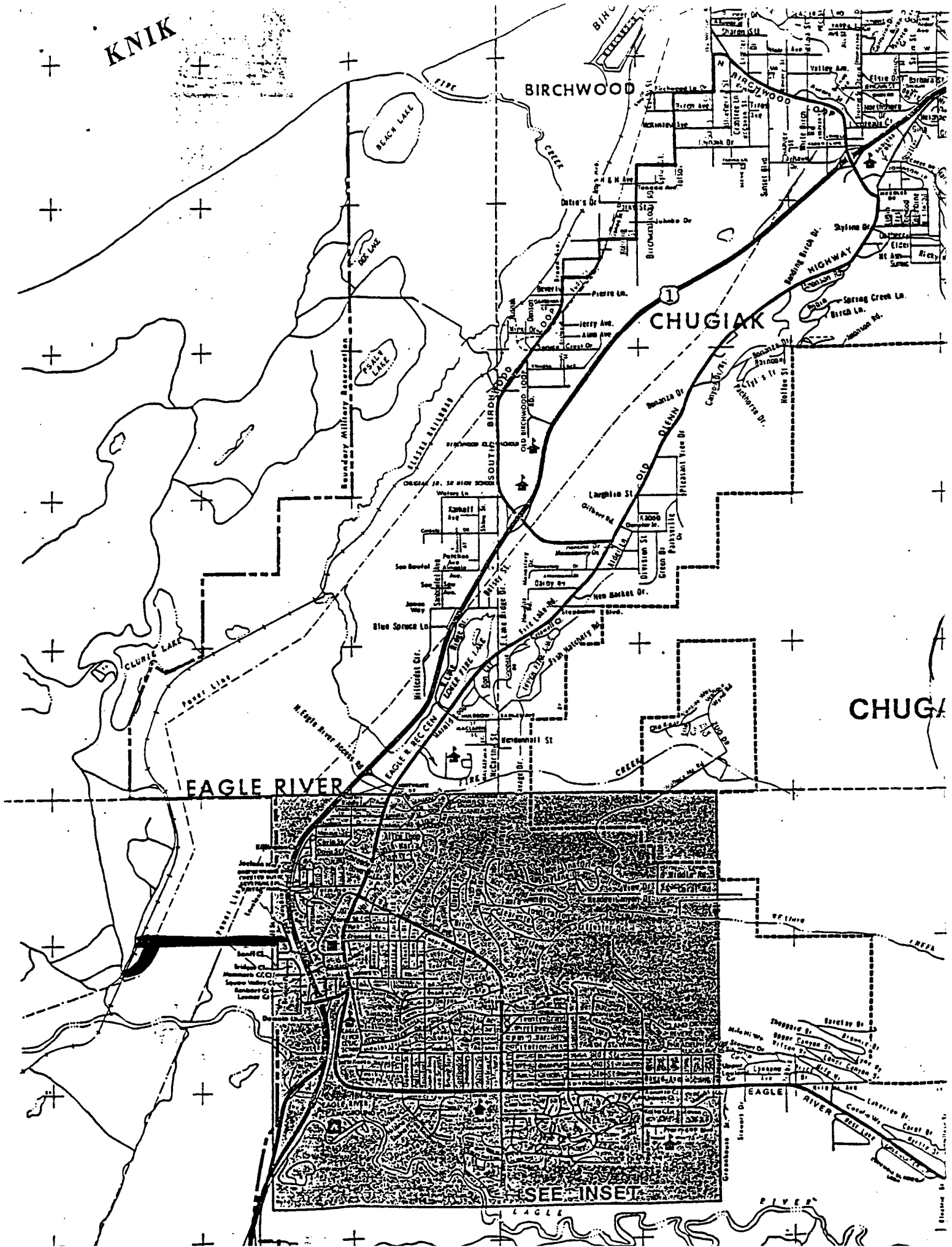
BIRCHWOOD

CHUGIAK

CHUGIAK

EAGLE RIVER

SEE INSET





**Matanuska Electric
Association, Inc.**

P.O. Box 2929
Palmer, Alaska 99645
Telephone: (907) 745-3231
Fax: (907) 745-9328

RECEIVED

MAR 15 1990

REAL ESTATE DEP

March 7, 1990

Mr. Paul Slooter
Administrator, Real Estate
Alascom, Inc.
P.O. Box 196607
Anchorage, Alaska 99519-6607

Dear Mr. Slooter:


SUBJECT: Letter of Nonobjection
BLM R/W Grant AA-5854
Section 2, T14N, R2W, S.M.

In response to your letter to me of March 5, 1990, please be advised that Matanuska Electric Association, Inc. (MEA) has no objection to the joint use of the above captioned Right of Way by Alascom, Inc. for a buried fibre optic cable system. This nonobjection is conditioned upon the following stipulations:

1. As a general condition, the Alascom cable shall be plowed in no closer than 10 feet from the bases of any MEA structures and guy anchors. If requested by Alascom, Inc., MEA may allow closer proximity in certain instances after examining the situation in the field.
2. Alascom, Inc. shall be responsible for the cost of repairs for any damage to existing MEA facilities caused by Alascom, Inc.
3. MEA shall be indemnified and held harmless from any and all claims, demands and costs arising from the joint use by Alascom, Inc. of the Right of Way.
4. If MEA should cause any damage to the Alascom, Inc. cable during future operations within the MEA Right of Way, MEA shall be liable only for the cost of repairs to the cable, and not for lost revenue resulting from such damage.
5. Please notify the MEA Dispatch Office of your construction schedule whenever the schedule gets firmed up so that our field crews can be alerted to the construction activity. The Dispatch Office phone number is 745-3231, Extension 310.

I will remain the MEA point of contact for any questions or discussion concerning this nonobjection, aside from the above notification requirement. My phone number is 745-3231, Ext. 278. In my absence, you can contact Dave Ingalls, MEA Real Estate and Properties Officer, at Ext. 280.

Sincerely,


Robert G. Ylvisaker
Right of Way Agent

305C.030790.19

RECEIVED
MAY 13 38 PM '90
BUREAU OF LAND MANAGEMENT
ANCHORAGE DISTRICT



Anchorage Water & Wastewater Utility

Engineering & Planning Division

401 W. International Airport Road
Anchorage, Alaska 99518-1195



Tom Fink,
Mayor

Owned by the
Municipality of Anchorage

RECEIVED

APR 13 1990

REAL ESTATE DEPT.

March 19, 1990

Alascom Inc.
210 E. Bluff Road
P.O. Box 196607
Anchorage, AK 99519-6607

Attention: Paul Slooter

Subject: Eklutna Water Line Crossing

Dear Mr. Slooter:

The Anchorage Water and Wastewater Utility has reviewed Alascom's request to cross the 54-inch Eklutna Waterline and the 24-inch Eagle River Waterline Intertie. The following are required by AWWU prior to the installation of the cable crossing the water line:

1. A request for Utility locates 24 hours before the installation of the cable.
2. An AWWU permit fee is required. The permit can be obtained at AWWU offices located at 401 W. International Airport Road.

If you have any questions, please call me at 564-2724.

Rudy E. Paraoan, P.E.
Planning Section, E & P Div.
AWWU

[paraoan.wp.miscmemos]28

2020 12 17 10:00 AM
TOWN OF ANCHORAGE

06.12.1990 1:15 PM

06.12.1990



Department Of Energy
Alaska Power Administration
P.O. Box 020050
Juneau, Alaska 99802-0050

RECEIVED

March 28, 1990

APR 2 1990

REAL ESTATE DEPT.

Mr. Paul Slooter
Alascom, Inc.
210 E. Bluff Road
P.O. Box 196607
Anchorage, AK 99519-6607

Dear Mr. Slooter:

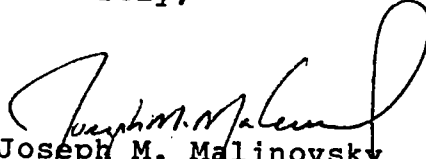
Alaska Power Administration has no objection to Alascom's proposal to place a fiber optic cable across our Eklutna transmission line easement at Section 2, Township 14 North, Range 2 West, S.M. subject to the following conditions:

1. Permanent above ground structures or equipment cannot be placed on the right-of-way without proper identification and approved clearances.
2. Construction equipment used for installation cannot come within 12 feet of the energized 115 KV transmission line.
3. Construction activities must be done a minimum of 25 feet from the transmission line structures, except where a specific variance may be authorized by the Eklutna Project Manager or his representative.
4. The construction activities and modifications shall maintain a minimum ground clearance of 25 feet from the ground to the nearest 115 KV conductor.
5. Access must be provided at all times to operate and maintain the electrical transmission line.
6. Notification shall be provided to the Eklutna Project Manager at 745-3931 at least thirty (30) days prior to construction for purposes of coordinating activities and or electrical outages required.
7. Three copies of As-built drawings clearly showing the exact location and the depth of the installed Fiber Optic cable in the right-of-way shall be provided to my office within 90 days after installation.

RECEIVED
MAY 1 3 38 PM '90
SUPERVISOR LAND MGMT.
ANCHORAGE DISTRICT OFFICE

Please don't hesitate to contact my office at (907) 586-7405 with any questions regarding this matter. You are requested to coordinate all activities associated with this project with Mr. Stan Sieczkowski (907) 745-3931 at the Eklutna Project in Palmer.

Sincerely,



Joseph M. Malinovsky
Chief, Administrative Division

**FIRST AMENDMENT TO
STATEMENT OF NONOBJECTION
TO
CHUGACH ELECTRIC ASSOCIATION, INC. (CEA)
FORT RICHARDSON, ALASKA**

No. DACA85-9-97-2

WHEREAS, effective the 25th day of June 1994, the Department of the Army stated its Nonobjection for CEA to occupy 4.26 acres of land, located on Fort Richardson, for the purpose of installing, operating, maintaining and removing an overhead and underground electrical transmission line; and

WHEREAS, the Department of the Army (USARPAC), by e-mail dated May 22, 2001, approved issuance of a renewal to coincide with Bureau of Land Management (BLM) Right-of-Way Grant AA-77647; and

WHEREAS, the Department of the Army, by e-mail dated April 12, 2001, approved the additional widths and lengths requested in CEA letter dated November 18, 1999; and

WHEREAS, it has been determined to be in the best interest of both parties to amend said nonobjection.

NOW THEREFORE, Department of the Army Statement of Nonobjection No. DACA85-9-97-2 is hereby amended in the following particulars, but in no others:

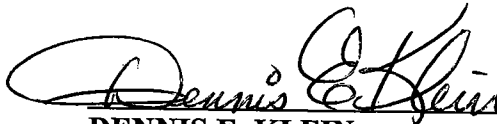
- a. Special conditions a. and b. are deleted.
- b. The nonobjection is hereby extended for a thirty-year period to expire on November 15, 2029.
- c. An additional area 20 feet in width by approximately 2,640 feet in length is added (Parcels 4 and 5). Parcel 3 is increased 20 feet in width by 40 feet in length to accommodate a new guy and anchor. The entire 5.49-acre site is identified on Exhibits A-1 through B, attached hereto and made a part hereof.

This amendment is not subject to Title 10, United States Code, Section 2662, as amended.

Page 2 – First Amendment to
Army Nonobjection No. DACA85-9-97-2
Fort Richardson, Alaska

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the
Army this 28th day of September, 2001.

FOR THE DISTRICT ENGINEER:



DENNIS E. KLEIN

Chief, Real Estate Division

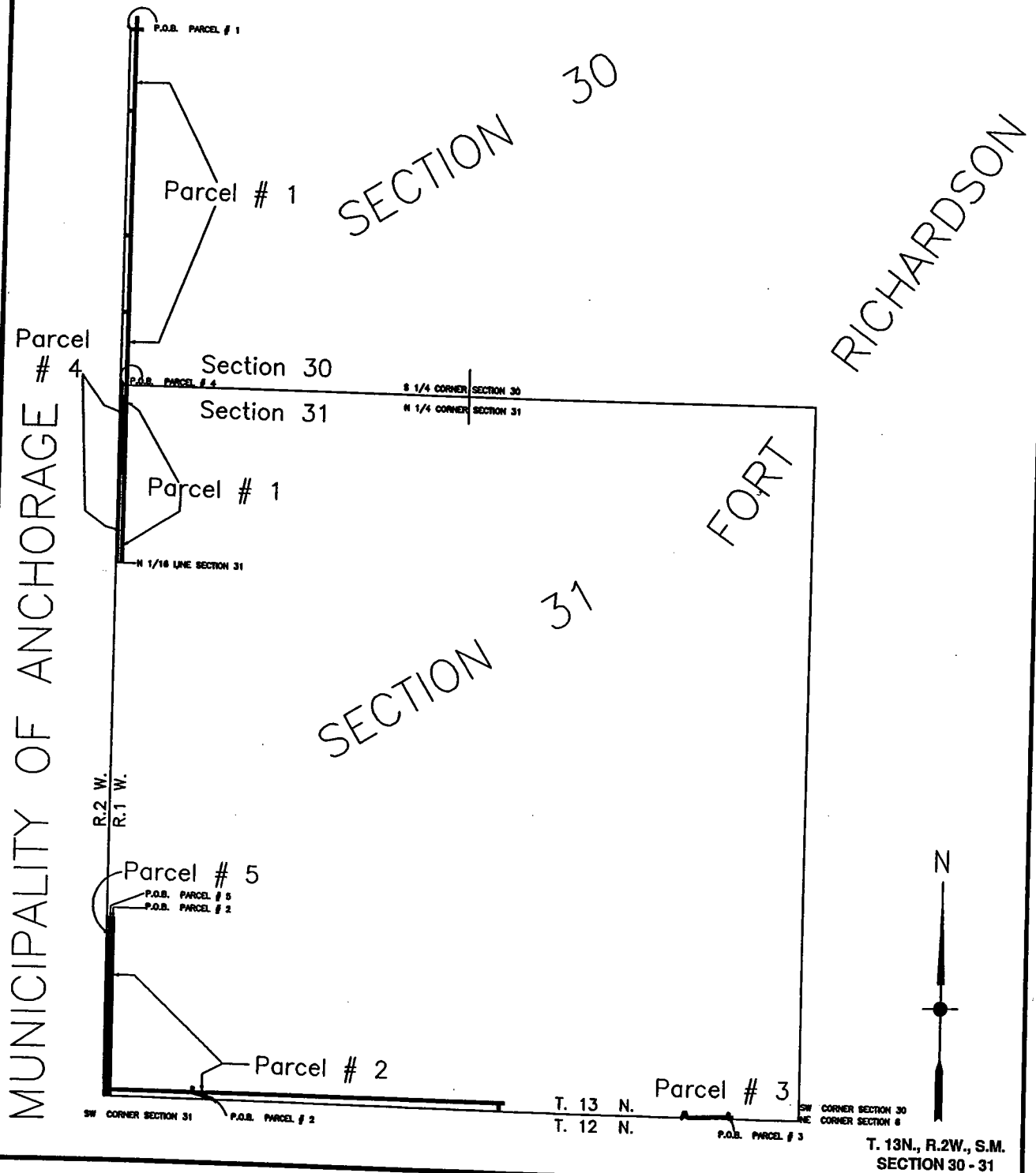
U.S. Army Engineer District, Alaska

THIS AMENDMENT, together with all of the terms and conditions of the original
nonobjection, is hereby accepted this 12th day of September, 2001.

AUTHORIZED REPRESENTATIVE
CHUGACH ELECTRIC ASSOCIATION, INC.

BY: 
Lee D. Thibert

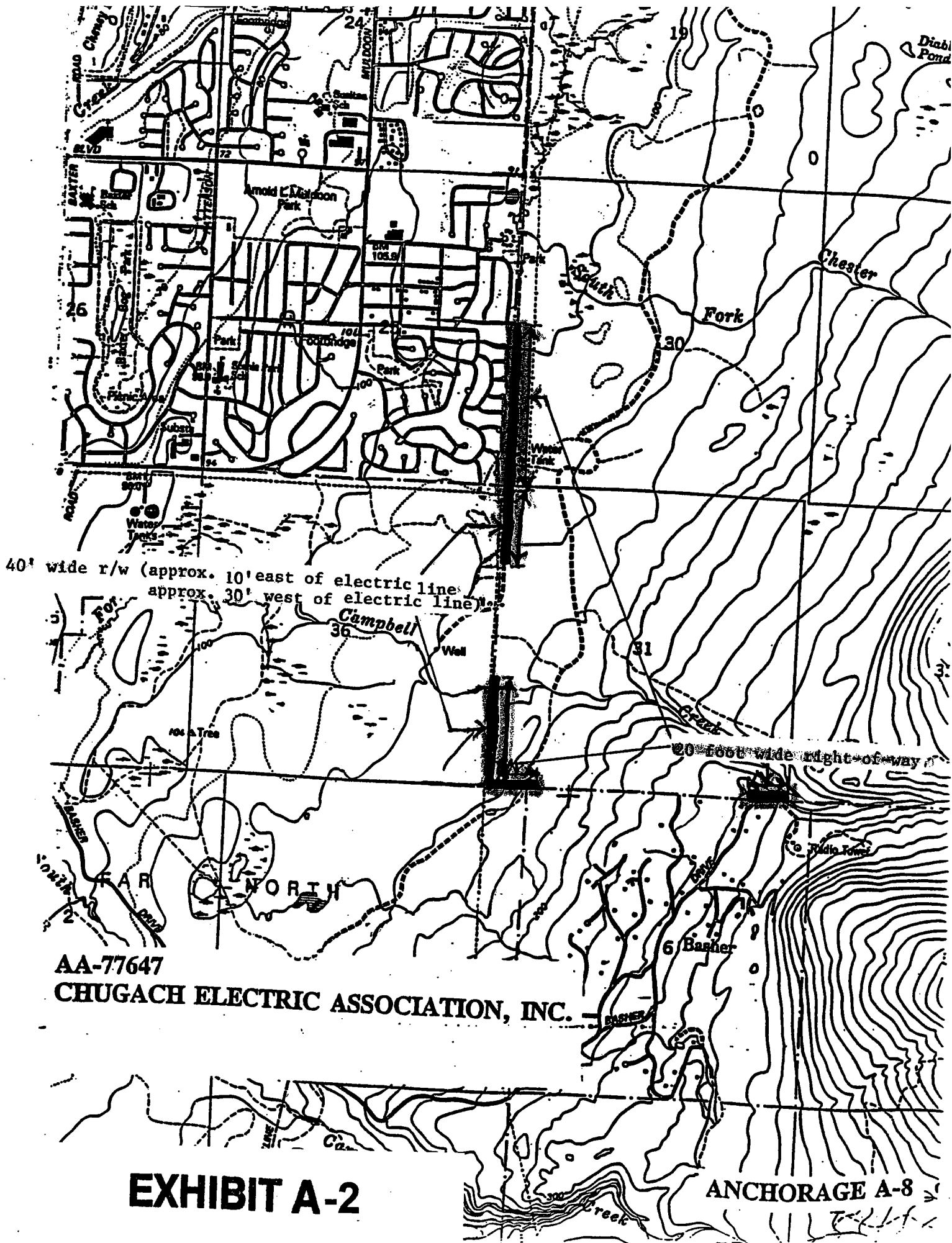
TITLE: Executive Manager, T&D Network Services

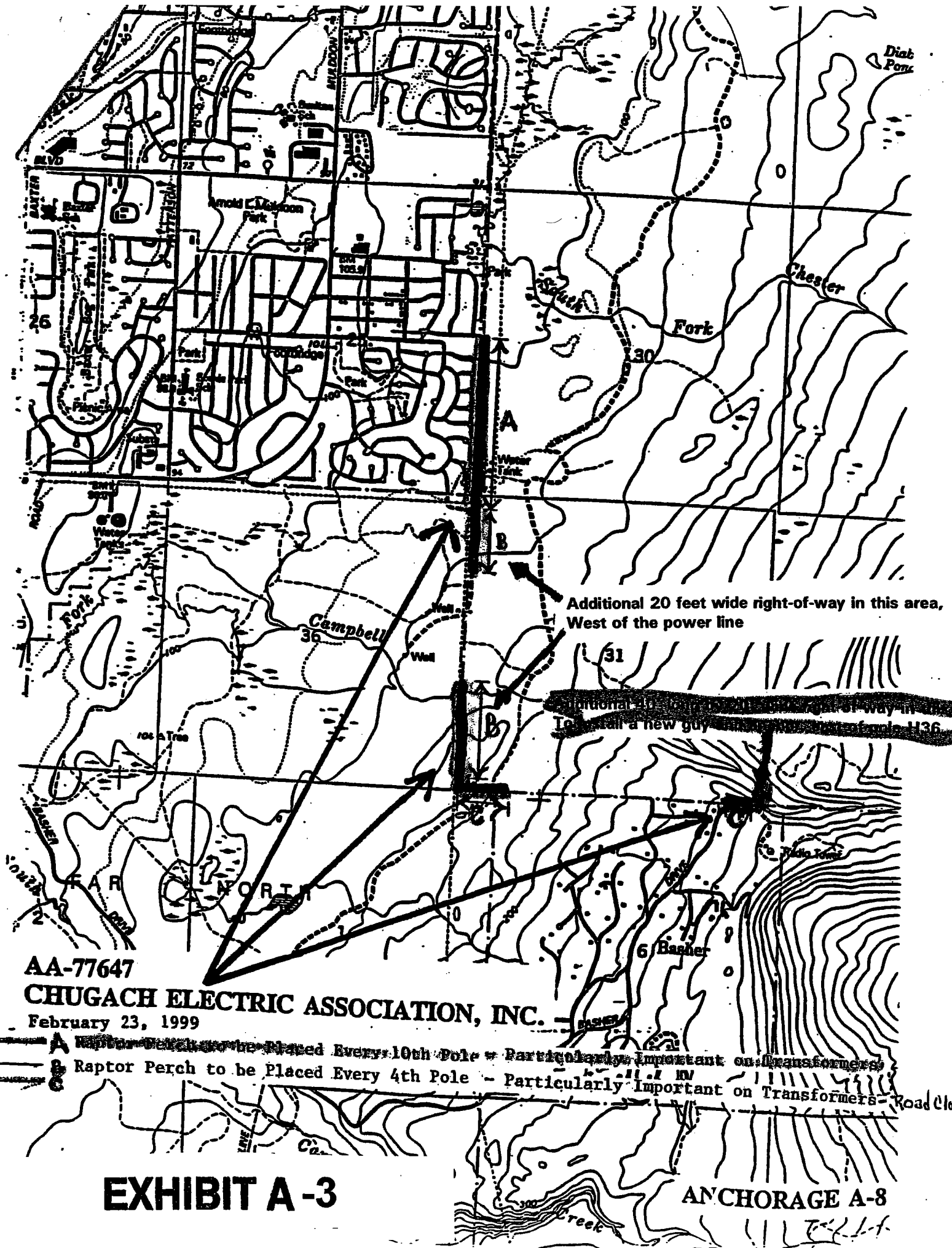


DEPARTMENT OF THE ARMY
OFFICE OF THE ALASKA DISTRICT ENGINEER
PACIFIC OCEAN DIVISION
REAL ESTATE
NON-OBJECTION TO CHUGACH ELECTRIC
DACA85-9-97-2
FT. RICHARDSON, ALASKA

25 Apr 00

EXHIBIT A-1





FORT RICHARDSON
BLM Permit No. AA-, . 047
Non-objection No. DACA85-9-97-2
To Chugach Electric Association, Inc.
For Overhead and Underground Power Line Right-of-Way

Five right-of-ways for an overhead and underground power line located on Fort Richardson within Sections 30 and 31, Township Thirteen North (T13N), Range Two West (R2W), Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska, said right-of-ways being Twenty Feet (20') wide, lying Ten Feet (10') each side of the following described centerlines:

Parcel 1

Commencing at the Southwest corner of said Section 30;
Thence North along the West boundary of Section 30 a distance of 2,603 feet to the TRUE POINT OF BEGINNING;
Thence East a distance of 45 Feet;
Thence East 48 Feet ;
Thence West 48 Feet to a point that is 45 Feet East of the West boundary of Section 30;
Thence North parallel to the West boundary of said Section 30 a distance of 94 Feet;
Thence South parallel to the West boundary of said Section 30 a distance of 696 Feet;
Thence West to the West boundary of said Section 30 a distance of 45 Feet;
Thence East a distance of 45 Feet;
Thence South parallel to the West boundary of said Section 30 a distance of 906 Feet;
Thence West to the West boundary of said Section 30 a distance of 45 Feet;
Thence East a distance of 45 Feet;
Thence South parallel to the West boundary of said Section 30 a distance of 556 Feet;
Thence West to the West boundary of said Section 30 a distance of 45 Feet;
Thence East a distance of 45 Feet;

Thence South parallel to the West boundary of said Section 30 a distance of 539 Feet to a Point on the South boundary of said Section 30, said boundary also being the North boundary of said Section 31;

Thence continuing South along a line Forty-five feet East of, and parallel to the West boundary of said Section 31, a distance of 115 Feet;
Thence West to the West boundary of said Section 31 a distance of 45 Feet;
Thence East a distance of 45 Feet;

Thence South, parallel to the West boundary of said Section 31, a distance of 1,205 Feet to a Point and the end of said description, said point also being the North 1/16 Line of said Section 31.

EXHIBIT B

FORT RICHARDSON
BLM Permit No. AA-. /647
Non-objection No. DACA85-9-97-2
To Chugach Electric Association, Inc.
For Overhead and Underground Power Line Right-of-Way

Parcel 2

Commencing at the Southwest Corner of said Section 31;
Thence North along the West boundary of Section 31 a distance of 1320 Feet to the South 1/16 Corner of said Section 31;
Thence East along said South 1/16 Line a distance of 45 Feet to the TRUE POINT OF BEGINNING;
Thence South parallel to the West boundary of said Section 31 a distance of 1,320 Feet, more or less, to the South boundary of said Section 31;
Thence North parallel to the West boundary of said Section 31 a distance of 45 Feet;
Thence West to the West boundary of said Section 31 a distance of 45 Feet;
Thence East parallel to the South boundary of said Section 31 a distance of 656 Feet;
Thence S 74° 06' 42" E 161 Feet to the South boundary of Section 31;
Thence N 74° 06' 42" W 161 Feet
Thence N 08° 16' 33" E 40 Feet;
Thence S 08° 16' 33" W 40 Feet to a point 45 Feet north of the South boundary of said Section 31;
Thence East parallel to the South boundary of said Section 31 a distance of approximately 2,334 Feet;
Thence continuing East parallel to the South boundary of said Section 31 a distance of 40 Feet;
Thence West parallel to the South boundary of said Section 31 a distance of 40 Feet;
Thence South a distance of 45 Feet, more or less, to a point on the South boundary of said Section 31, said point also being described as the North Quarter Corner of Section Six (6), Township Twelve North (T12N), Range Two West (R2W), Seward Meridian, Alaska, and the end of said description.

Parcel 3

Commencing at the Northeast (NE) Corner of Section Six (6), Township Twelve North (T12N), Range Two West (R2W), Seward Meridian, Alaska, thence along the north boundary of said Section Six (6) West 520 Feet to the TRUE POINT OF BEGINNING, said point also being located on the south boundary of the Southeast Quarter (SE ¼) of Section Thirty-one (31), Township Thirteen North (13N), Range Two West (R2W), Seward Meridian, Alaska,
thence N 54° 11' 11" W 21.9 Feet;
thence N 16° 57' 24" E 35 Feet;
thence S 16° 57' 24" W 35 Feet;
thence N 88° 06' 00" E 40 Feet;
thence S 88° 06' 00" W 345.7 Feet;
thence N 24° 00' 03" W 49 Feet;
thence S 24° 00' 03" E 49 Feet;
thence S 75° 10' 09" W 11 Feet to the south boundary of said Southeast Quarter (SE ¼) of Section Thirty-one (31) and the end of said description.

FORT RICHARDSO'
BLM Permit No. AA-7 /647
Non-objection No. DACA85-9-97-2
To Chugach Electric Association, Inc.
For Overhead and Underground Power Line Right-of-Way

Parcel 4

Commencing at the Northwest Corner of said Section 31;
Thence East along the North boundary of said Section 31 a distance of 25 Feet
To the TRUE POINT OF BEGINNING;
Thence South parallel to the West boundary of said Section 31 a distance of 1, 320 Feet to a
Point and the end of said description, said point also being the North 1/16 Line of said Section
31.

Parcel 5

Commencing at the Southwest Corner of said Section 31;
Thence North along the West boundary of Section 31 a distance of 1320 Feet to the South
1/16 Corner of Section 31;
Thence East along said South 1/16 Line a distance of 25 Feet to the TRUE POINT OF
BEGINNING;
Thence South parallel to the West boundary of said Section 31 a distance of 1,320 Feet,
more or less, to the South boundary of Section 31 and the end of said description.



**DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 898
ANCHORAGE, ALASKA 99506-0898**

REPLY TO
ATTENTION OF:

Real Estate Division
Management & Disposal Branch

**STATEMENT OF NONOBJECTION
TO
CHUGACH ELECTRIC ASSOCIATION, INC.
FORT RICHARDSON MILITARY RESERVATION**

No. DACA85-9-97-2

Nicholas Douglas
Anchorage District Office Manager
Bureau of Land Management
6881 Abbott Loop Road
Anchorage, Alaska 99507

Dear Mr. Douglas:

The Department of the Army hereby states their nonobjection for Chugach Electric Association, Inc. (CEA) to occupy 4.26 acres of land, more or less, located in Sections 30 and 31, Township 13 North, Range 2 West, Seward Meridian, Fort Richardson Military Reservation, for the purpose of installing, operating, maintaining and removing an overhead and underground electrical transmission line. The land requested is for a 20-foot wide right-of-way, location of which is shown on Exhibit A, and described in Exhibit B, both attached hereto and made a part hereof.

This Statement of Nonobjection is granted subject to the following special conditions:

a. The grantee shall pay in advance to the United States, an administrative fee in the amount of Two Hundred Sixty and 00/100 Dollars (\$260.00) in full for the term hereof, payable to the order of the Finance and Accounting Officer (FAO), U.S. Army Engineer District, Alaska (USAED-AK), and delivered to USAED-AK, ATTN: CEPOA-RM-F-AM, Post Office Box 898, Anchorage, Alaska 99506-0898. Proceeds derived from this instrument are not subject to the 50/50 distribution.

**Page 2 - Department of the Army
Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska**

b. All consideration and other payments due under the terms of this nonobjection must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the later of the due date or the date notification of the amount due is mailed to the grantee. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

c. That the operation and maintenance of the overhead electrical transmission line shall be without cost or expense to the Department of the Army and under the general supervision and subject to the approval of the Installation Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

d. That the use and occupation of the land incident to the exercise of the privileges granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation and security as the said officer may from time to time prescribe.

e. That any property of the United States damaged or destroyed by CEA incident to the use and occupation of the premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or, in lieu of such repair or replacement, CEA shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

f. That the United States reserves to itself to construct, use and maintain across, over and/or under the electrical transmission line, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewerlines and other facilities, in such manner as not to create any unreasonable interference with the use of the electric cable.

**Page 3 - Department of the Army
Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska**

g. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, servants or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

h. That the term of this statement of nonobjection is concurrent with Department of the Army Easement No. DACA85-2-97-1, (copy enclosed). This nonobjection is granted for a term of five years, beginning June 25, 1994, and ending June 24, 1999, but revocable at will by the Secretary.

i. No new construction, additions to, or alterations of the premises will be made without obtaining prior approval from the Army.

j. Any transmission line section or other facilities deemed to constitute a potential danger to aircraft will be modified or relocated as necessary and hazard lights or markers will be installed as necessary.

k. The land involved is within an active training area utilized in support of the installation's training mission. Access to the area must be coordinated with the Real Property Branch at telephone 384-3050 or 384-3015, or Range Control at telephone 384-6230 at least three days prior to the desired access date. Emergency access must be coordinated with Range Control.

l. That the grantee shall comply with all U.S. Army Alaska (USARAK), and Army Regulations, and also with State and Federal Environmental Protection Agency regulations and requirements in the handling, storage, utilization, and disposal of hazardous materials and hazardous wastes. All spills of such materials shall be immediately reported to the Environmental Resources Division, USARAK, at 384-3003. The grantee shall be responsible for containing and cleaning-up spills caused by the grantee's operations. The grantee shall be responsible for reimbursing USARAK for all costs associated with the work that USARAK may perform to clean up a spill caused by the grantee's activities.

m. This statement is furnished in lieu of a formal outgrant instrument in that the land is withdrawn from the public domain by Executive Land Order No. 8102 as amended, which specifically reserves the right to BLM to grant the use of land to others, subject to military concurrence and conditions. It is understood that BLM will issue the formal instrument for the land usage incorporating therein the special conditions listed above.

Please refer to the number assigned to this statement of nonobjection in any future correspondence concerning this action.

Page 4 - Department of the Army
Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of
the Army this 14th day of September, 1998.

FOR THE DISTRICT ENGINEER:

Harold E. Hyslop
for DENNIS E. KLEIN
Chief, Real Estate Division
U.S. Army Engineer District, Alaska

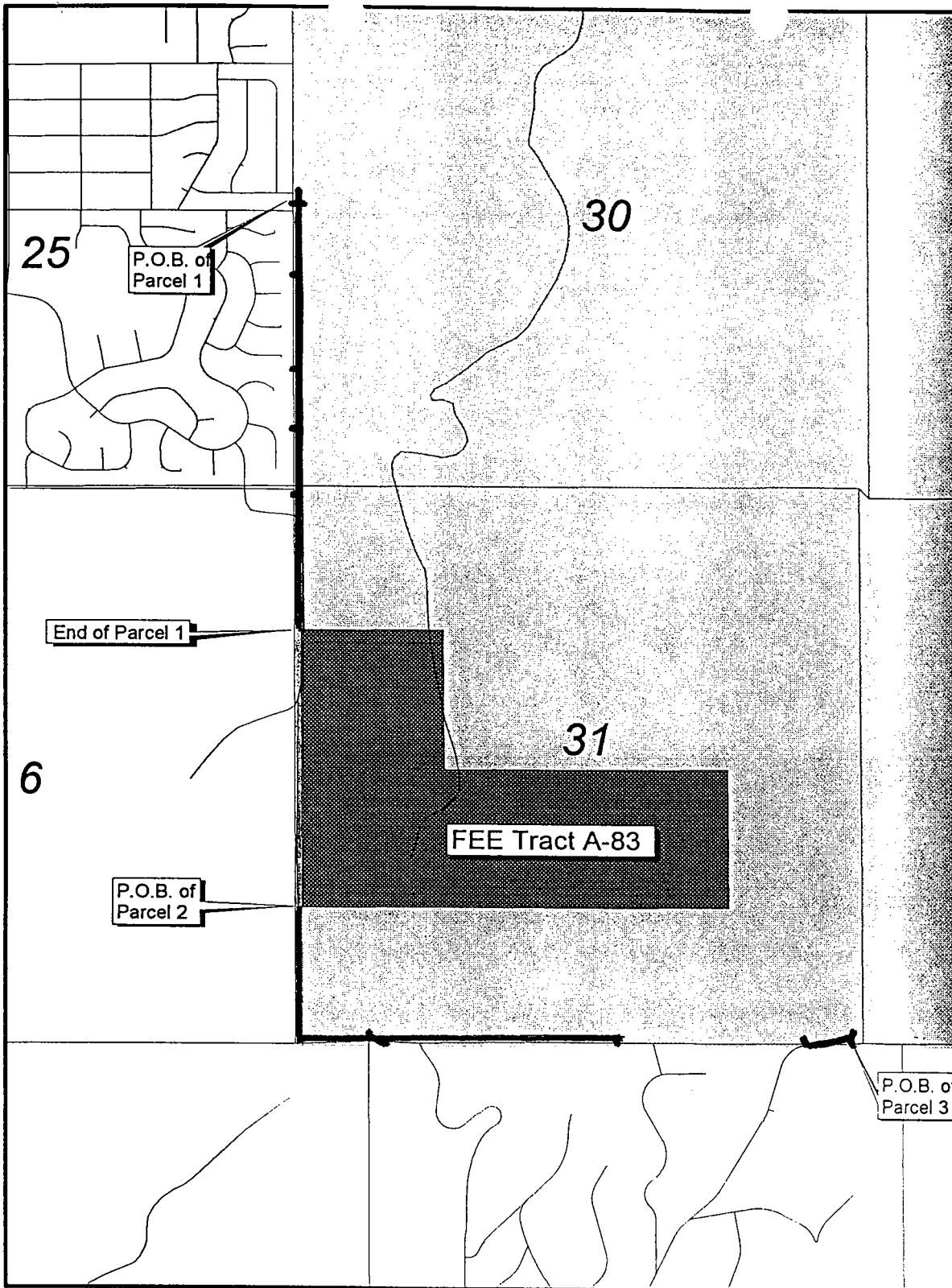
THIS NONOBJECTION is also executed by the grantee this 3rd day of September,
1998.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: Eugene N. Bjornstad
Eugene N. Bjornstad

Title: General Manager

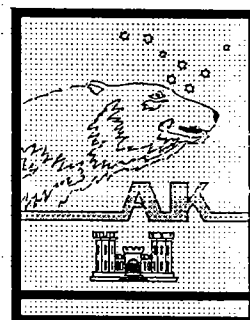
Copy Furnished:
Mr. Chuck Coutts
Right-of-Way Agent
Chugach Electric Association, Inc.
P.O. Box 196300
Anchorage, Alaska 99519-6300



T. 13N., R. 2W., S.M.
Section 30+31

300 0 300 600 900 1200 Yards

A graphic scale bar with markings at 300, 0, 300, 600, 900, and 1200 yards.



DEPARTMENT OF THE ARMY
OFFICE OF THE ALASKA DISTRICT ENGINEER
PACIFIC OCEAN DIVISION
REAL ESTATE

Non-objection to Chugach Electric Association, Inc.

DACA85-9-97-2, Ft. Richardson, Alaska

EXHIBIT A

FORT RICHARDSON

Non-objection No. DACA85-9-97-2

To Chugach Electric Association, Inc.

For Overhead and Underground Power Line Right-of-Way

Three right-of-ways for an overhead and underground power line located on Fort Richardson within Sections 30 and 31, Township Thirteen North (T13N), Range Two West (R2W), Seward Meridian, Anchorage Recording District, Third Judicial District, State of Alaska, said right-of-ways being Twenty Feet (20') wide, lying Ten Feet (10') each side of the following described centerlines:

Parcel 1

Commencing at the Southwest corner of said Section 30;

Thence North along the West boundary of Section 30 a distance of 2,603 feet to the TRUE POINT OF BEGINNING;

Thence East a distance of 45 Feet;

Thence East 48 Feet ;

Thence West 48 Feet to a point that is 45 Feet East of the West boundary of Section 30;

Thence North parallel to the West boundary of said Section 30 a distance of 94 Feet;

Thence South parallel to the West boundary of said Section 30 a distance of 696 Feet;

Thence West to the West boundary of said Section 30 a distance of 45 Feet;

Thence East a distance of 45 Feet;

Thence South parallel to the West boundary of said Section 30 a distance of 906 Feet;

Thence West to the West boundary of said Section 30 a distance of 45 Feet;

Thence East a distance of 45 Feet;

Thence South parallel to the West boundary of said Section 30 a distance of 556 Feet;

Thence West to the West boundary of said Section 30 a distance of 45 Feet;

Thence East a distance of 45 Feet;

Thence South parallel to the West boundary of said Section 30 a distance of 539 Feet to a Point on the South boundary of said Section 30, said boundary also being the North boundary of said Section 31;

Thence continuing South along a line Forty-five feet East of, and parallel to the West boundary of said Section 31, a distance of 115 Feet;

Thence West to the West boundary of said Section 31 a distance of 45 Feet;

Thence East a distance of 45 Feet;

Thence South, parallel to the West boundary of said Section 31, a distance of 1,205 Feet to a Point and the end of said description, said point also being the North 1/16 Line of said Section 31.

FORT RICHARDSON

Non-objection No. DACA85-9-97-2

To Chugach Electric Association, Inc.

For Overhead and Underground Power Line Right-of-Way

Parcel 2

Commencing at the Southwest Corner of said Section 31;

Thence North along the West boundary of Section 31 a distance of 1320 Feet to the South 1/16 Corner of Section 31;

Thence East along said South 1/16 Line a distance of 45 Feet to the TRUE POINT OF BEGINNING;

Thence South parallel to the West boundary of said Section 31 a distance of 1,320 Feet, more or less, to the South boundary of Section 31;

Thence North parallel to the West boundary of said Section 31 a distance of 45 Feet;

Thence West to the West boundary of said Section 31 a distance of 45 Feet;

Thence East parallel to the South boundary of said Section 31 a distance of 656 Feet;

Thence S 74° 06' 42" E 161 Feet to the South boundary of Section 31;

Thence N 74° 06' 42" W 161 Feet

Thence N 08° 16' 33" E 40 Feet;

Thence S 08° 16' 33" W 40 Feet to a point 45 Feet north of the South boundary of Section 31;

Thence East parallel to the South boundary of said Section 31 a distance of approximately 2,334 Feet;

Thence continuing East parallel to the South boundary of said Section 31 a distance of 40 Feet;

Thence West parallel to the South boundary of said Section 31 a distance of 40 Feet;

Thence South a distance of 45 Feet, more or less, to a point on the South boundary of said Section 31, said point also being described as the North Quarter Corner of Section Six (6), Township Twelve North (T12N), Range Two West (R2W), Seward Meridian, Alaska, and the end of said description.

Parcel 3

Commencing at the Northeast (NE) Corner of Section Six (6), Township Twelve North (T12N), Range Two West (R2W), Seward Meridian, Alaska, thence along the north boundary of said Section Six (6) 520 Feet to the TRUE POINT OF BEGINNING, said point also being located on the south boundary of the Southeast Quarter (SE ¼) of Section Thirty-one (31),

Township Thirteen North (T13N), Range Three West (R3W), Seward Meridian, Alaska,

thence N 54° 11' 11" W 21.9 Feet;

thence N 16° 57' 24" E 35 Feet;

thence S 16° 57' 24" W 35 Feet;

thence S 88° 06' 00" W 305.7 Feet;

thence N 24° 00' 03" W 49 Feet;

thence S 24° 00' 03" E 49 Feet;

thence S 75° 10' 09" W 11 Feet to the south boundary of said Southeast Quarter (SE ¼) of Section Thirty-one (31) and the end of said description.

Parcels 1, 2, and 3 contain 4.26 acres of land, more or less.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Field Office
Anchorage Field Office

Serial Number
AA-77647

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A (right-of-way) (~~permit~~) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U. S. C. 1761);
- b. ☐ Section 28 of the Mineral Leasing Act of 1920, as amended (30 U. S. C. 185);
- c. ☐ Other (describe) _____

2. Nature of Interest:

- a. By this instrument, the holder Chugach Electric Association, Inc., P. O. Box 196300, Anchorage, Alaska 99519 receives a right to construct, operate, maintain, and request termination of an electric line on public lands (~~or Federal land for MLA Rights-of-Way~~) described as follows:

Seward Meridian:

T. 13 N., R. 2 W.,
Sec. 30: SW $\frac{1}{4}$,
Sec. 31: W $\frac{1}{2}$, SE $\frac{1}{4}$

- b. The right-of-way ~~or permit~~ area granted herein varies in width (as shown on Attachment 1) and is approximately 9,318 feet long containing 5.49 acres, more or less. ~~If a site type facility, the facility contains _____ acres.~~
- c. This instrument shall terminate on November 15, _____, 2029, 30 years from its effective date unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument or of any applicable Federal law or regulation.
- d. This instrument ☐ may ☒ ~~may not~~ be renewed. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the authorized officer deems necessary to protect the public interest.
- e. Notwithstanding the expiration of this instrument or any renewal thereof, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior termination, of the grant.

3. Rental:

Public law 98-300, 98 Stat. 215, exempts electrical or telephone facilities constructed on public lands that are financed by the Rural Electrification Administration borrower; therefore, there is no rental charge.

4. Terms and Conditions:

- a. This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800.
- b. Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 180 days, or otherwise disposed of as provided in paragraph (4) (d) or as directed by the authorized officer.
- c. Each grant issued pursuant to the authority of paragraph (1) (a) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- d. The stipulations, plans, maps, or designs set forth in Attachments 1 (Map) and 2 (Department of the Army Statement of Nonobjection DACA85-9-97-2) dated October 14, 1999, attached hereto, are incorporated into and made a part of this grant instrument as fully and affectively as if they were set forth in their entirety.
- e. Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- f. The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.
- g. Any cultural and/or paleontological resource (historic or prehistoric site or object) discovered by the holder, or any person working on his behalf, shall be immediately reported to the authorized officer. Holder shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the authorized officer after consulting with the holder.
- h. Chugach Electric Association, Inc. (CEA) will close the old roadbed associated with the Stuckagain Heights right-of-way in Section 31, T. 13 N., R. 2 W., Seward Meridian, which is approximately 2,640' long, 40' wide (approximately 10' east of existing electric line and 30' west of existing electric line) and runs north to south adjacent to the west section line of Section 31. The closure will be accomplished by posting signs which state "Road Closed - Restoration of Wildlife Habitat." Signs will be posted within 60 days of right-of-way issuance. Although not restricted from using any portion of the right-of-way, in this area CEA will use the west portion of the right-of-way for maintenance activities, to the extent reasonably possible, in an attempt to cause less disturbance to the area marked with the road closure signs.
- i. The existing power line is not in compliance with raptor protection guidelines. Raptor perches shall be placed on every fourth pole in the widely cleared area where the 12.5 KV and larger 203 KV lines parallel each other, located along the west section line of Section 31. Along the narrow two-track road, along the northern portion of the subject line, located in the SW¼ of Section 30, a raptor perch shall be placed on every tenth pole. Examples of perches can be found in the

publication "Suggested Practices for Raptor Protection on Power Lines: The State of the Art in 1996," Edison Electric Institute/Raptor Research Foundation. This publication can be obtained by calling the Raptor Research Foundation at 612-437-4359, or a copy can be viewed at the BLM Anchorage Field Office at 6881 Abbott Loop Road, Anchorage, Alaska. Chugach Electric will install raptor perches on separate poles adjacent to the existing power lines as a temporary measure until they can determine the safest and best technical method to install raptor perches on the existing poles. Installation of permanent perches will occur within a period not to exceed five years. If it is determined at a later date that raptor mortalities are occurring in spite of the raptor perches, modifications to the lines shall be constructed in accordance with standards outlined in the aforementioned publication. Such modifications and/or additions shall be made by the holder without liability or expense to the United States.

- j. This grant is only valid in conjunction with a current Army Statement of Non-Objection. It is the responsibility of Chugach Electric Association to obtain updated Army Non-Objections as needed.

IN WITNESS WHEREOF, The undersigned agrees to the terms and conditions of this right-of-way grant or permit.

Eugene N. Bjornstad
(Signature of Holder)
Eugene N. Bjornstad
General Manager

(Title)

NOVEMBER 8, 1999

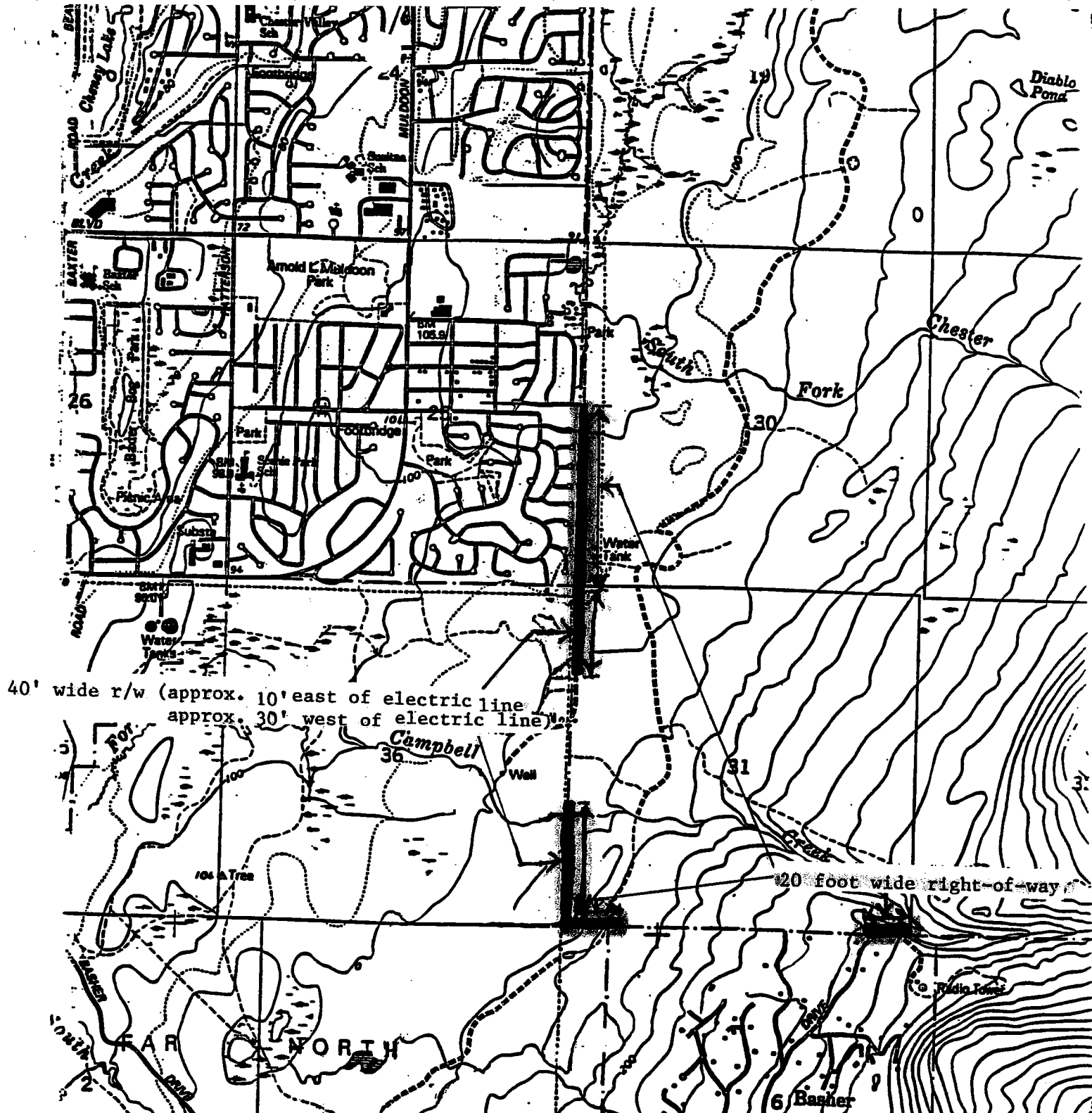
(Date)

J. Dan Rye
(Signature of Authorized Officer)
Anchorage Field Office
(Title) Acting

11/15/99

(Effective Date Of Grant)

GPO : 1985 0 - 483-259



AA-77647

CHUGACH ELECTRIC ASSOCIATION, INC.

ATTACHMENT NO. 1

ANCHORAGE A-8

11 October 14, 1989



REPLY TO
ATTENTION OF:

Real Estate Division
Management & Disposal Branch

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, ALASKA
P.O. BOX 898
ANCHORAGE, ALASKA 99506-0898

Attachment 2
Chugach Electric Assn
AA-77647
October 14, 1999

**STATEMENT OF NONOBJECTION
TO
CHUGACH ELECTRIC ASSOCIATION, INC.
FORT RICHARDSON MILITARY RESERVATION**

No. DACA85-9-97-2

Nicholas Douglas
Anchorage District Office Manager
Bureau of Land Management
6881 Abbott Loop Road
Anchorage, Alaska 99507

Dear Mr. Douglas:

The Department of the Army hereby states their nonobjection for Chugach Electric Association, Inc. (CEA) to occupy 4.26 acres of land, more or less, located in Sections 30 and 31, Township 13 North, Range 2 West, Seward Meridian, Fort Richardson Military Reservation, for the purpose of installing, operating, maintaining and removing an overhead and underground electrical transmission line. The land requested is for a 20-foot wide right-of-way, location of which is shown on Exhibit A, and described in Exhibit B, both attached hereto and made a part hereof.

This Statement of Nonobjection is granted subject to the following special conditions:

a. The grantee shall pay in advance to the United States, an administrative fee in the amount of Two Hundred Sixty and 00/100 Dollars (\$260.00) in full for the term hereof, payable to the order of the Finance and Accounting Officer (FAO), U.S. Army Engineer District, Alaska (USAED-AK), and delivered to USAED-AK, ATTN: CEPOA-RM-F-AM, Post Office Box 898, Anchorage, Alaska 99506-0898. Proceeds derived from this instrument are not subject to the 50/50 distribution.

**Page 2 - Department of the Army
Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska**

b. All consideration and other payments due under the terms of this nonobjection must be paid on or before the date they are due in order to avoid the mandatory sanctions imposed by the Debt Collection Act of 1982, 31 U.S.C. Section 3717. This statute requires the imposition of an interest charge for the late payment of debts owed to the United States, an administrative charge to cover the costs of processing and handling delinquent debts, and the assessment of an additional penalty charge on any portion of a debt that is more than 90 days past due. The provisions of the statute will be implemented as follows:

(1) The United States will impose an interest charge, the amount to be determined by law or regulation, on late payment of debts. Interest will accrue from the later of the due date or the date notification of the amount due is mailed to the grantee. An administrative charge to cover the cost of processing and handling each payment will also be imposed.

(2) In addition to the charges set forth above, the United States will impose a penalty charge of six percent (6%) per annum on any payment, or portion thereof, more than ninety (90) days past due. The penalty shall accrue from the date of the delinquency and will continue to accrue until the debt is paid in full.

(3) All payments received will be applied first to any accumulated interest, administrative and penalty charges and then to any unpaid rental or other payment balance. Interest will not accrue on any administrative or late payment penalty charge.

c. That the operation and maintenance of the overhead electrical transmission line shall be without cost or expense to the Department of the Army and under the general supervision and subject to the approval of the Installation Commander, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

d. That the use and occupation of the land incident to the exercise of the privileges granted shall be subject to such rules and regulations regarding ingress, egress, safety, sanitation and security as the said officer may from time to time prescribe.

e. That any property of the United States damaged or destroyed by CEA incident to the use and occupation of the premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or, in lieu of such repair or replacement, CEA shall, if so required by the said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damage to or destruction of Government property.

f. That the United States reserves to itself to construct, use and maintain across, over and/or under the electrical transmission line, electric transmission, telephone, telegraph, water, gas, gasoline, oil and sewerlines and other facilities, in such manner as not to create any unreasonable interference with the use of the electric cable.

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Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska**

g. That the United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the premises, or for damages to the property of the grantee, or for damages to the property or injuries to the person of the grantee's officers, agents, servants or employees or others who may be on said premises at their invitation or the invitation of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

h. That the term of this statement of nonobjection is concurrent with Department of the Army Easement No. DACA85-2-97-1, (copy enclosed). This nonobjection is granted for a term of five years, beginning June 25, 1994, and ending June 24, 1999, but revocable at will by the Secretary.

i. No new construction, additions to, or alterations of the premises will be made without obtaining prior approval from the Army.

j. Any transmission line section or other facilities deemed to constitute a potential danger to aircraft will be modified or relocated as necessary and hazard lights or markers will be installed as necessary.

k. The land involved is within an active training area utilized in support of the installation's training mission. Access to the area must be coordinated with the Real Property Branch at telephone 384-3050 or 384-3015, or Range Control at telephone 384-6230 at least three days prior to the desired access date. Emergency access must be coordinated with Range Control.

l. That the grantee shall comply with all U.S. Army Alaska (USARAK), and Army Regulations, and also with State and Federal Environmental Protection Agency regulations and requirements in the handling, storage, utilization, and disposal of hazardous materials and hazardous wastes. All spills of such materials shall be immediately reported to the Environmental Resources Division, USARAK, at 384-3003. The grantee shall be responsible for containing and cleaning-up spills caused by the grantee's operations. The grantee shall be responsible for reimbursing USARAK for all costs associated with the work that USARAK may perform to clean up a spill caused by the grantee's activities.

m. This statement is furnished in lieu of a formal outgrant instrument in that the land is withdrawn from the public domain by Executive Land Order No. 8102 as amended, which specifically reserves the right to BLM to grant the use of land to others, subject to military concurrence and conditions. It is understood that BLM will issue the formal instrument for the land usage incorporating therein the special conditions listed above.

Please refer to the number assigned to this statement of nonobjection in any future correspondence concerning this action.

Page 4 - Department of the Army
Statement of Nonobjection No. DACA85-9-97-2
to Chugach Electric Association, Inc.
Fort Richardson Military Reservation, Alaska

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of
the Army this 14th day of September, 1998.

FOR THE DISTRICT ENGINEER:

Harold E. Hapson
for DENNIS E. KLEIN
Chief, Real Estate Division
U.S. Army Engineer District, Alaska

THIS NONOBJECTION is also executed by the grantee this 3rd day of September,
1998.

CHUGACH ELECTRIC ASSOCIATION, INC.

By: Eugene N. Bjornstad
Eugene N. Bjornstad

Title: General Manager

Copy Furnished:
Mr. Chuck Coutts
Right-of-Way Agent
Chugach Electric Association, Inc.
P.O. Box 196300
Anchorage, Alaska 99519-6300

DEPARTMENT OF THE ARMY
EASEMENT FOR ROAD OR STREET

on Fort Richardson Military Reservation, Alaska

DA-95-507-eng-2231

THE SECRETARY OF THE ARMY, under and by virtue of the authority vested in him by Title 10, United States Code, Section 2668 hereby grants to the Department of Highways, State of Alaska

hereinafter designated as the grantee, an easement for a right-of-way for highway over, across, in, and upon lands of the United States described as follows:

See Exhibits "A" and "B" attached hereto and made a part hereof.

THIS EASEMENT IS granted subject to the following provisions and conditions:

1. The construction, use and maintenance of said highway including turnouts, culverts and other drainage facilities, shall be performed without cost or expense to the United States. All new construction as pertains to turnouts, to other post roads, tank crossings, and installation of signal lights or other devices will be coordinated, prior to construction, with the Commanding Officer, Fort Richardson. The Commanding Officer, Fort Richardson, will hereinafter be referred to as "said officer."

2. The grantee shall at all times maintain said highway in good condition and shall promptly make all repairs thereto needed to preserve a smooth-surface highway.

3. Any property of the United States damaged or destroyed by the grantee incident to the use and occupation of the said premises shall be promptly repaired or replaced by the grantee to the satisfaction of the said officer, or in lieu of such repair or replacement the grantee shall, if so required by said officer, pay to the United States money in an amount sufficient to compensate for the loss sustained by the United States by reason of damages to or destruction of Government property.

4. The use and occupancy of said land of the United States for the purpose authorized by this instrument and the operation of all vehicles on said highway and all traffic upon or over said highway shall be subject to such rules and regulations as the said officer may prescribe, and also subject to the traffic laws and regulations of the State of Alaska, not inconsistent with the rules and regulations

prescribed by said officer. Further, that said highway traffic, both civilian and military, may be controlled by Military Traffic Control Posts and motor patrols at the discretion of said officer, consistent with military necessity and policy. That Military Police will have ~~concurrent~~ ^{to direct} authority ~~with State Police for control of~~ traffic through the reservation.

5. The United States shall in no case be liable for any damages or injuries to the said highway which may be caused by or result from any operations undertaken by the Government, and no claim or right to compensation shall accrue from such damages or injuries.

6. The United States reserves the right to make such connections between the highway herein authorized and other roads and streets on said lands as said officer may from time to time consider necessary, and also reserves to itself rights-of-way for all purposes across, over, and/or under the right-of-way hereby granted provided, however, that such rights shall be used in a manner that will not create unnecessary interference with the use and enjoyment by the grantee of said right-of-way for highway purposes. The grantee will, at its expense, extend or relocate all tank crossings as necessary to meet new realigned highway and all existing road approaches will be reconstructed to meet revised road grades.

7. It is to be understood that this instrument is effective only insofar as the rights of the United States in the property over which the said highway is to be extended are concerned, and that the grantee shall obtain such permission as may be necessary on account of any other existing rights.

8. All or any part of such right-of-way herein granted may be terminated by the Secretary of the Army for failure to comply with any or all of the terms or conditions of this grant, or for non-use for a two-year period or abandonment of rights granted herein.

9. It is understood that the provisions of Conditions Nos. 1 and 5, supra, shall not abrogate or interfere with any agreements or commitments made or entered into between the grantee and any other agency of the United States with regard to financial aid to the grantee in connection with the construction, maintenance, or repair of the highway described herein.

10. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the use and occupation of the said premises, nor for damages to the property of the grantee nor for damages to the property or injuries to the person of the grantee's officers, agents, servants, or employees, or others who may be on said premises at their invitation or the invitation

of any one of them, arising from or incident to governmental activities, and the grantee shall hold the United States harmless from any and all such claims.

11. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, maintenance, and use of said highway.

12. The grantee shall pay the cost, as determined by the said officer, of producing and or supplying any utilities and other services furnished by the Department of the Army through Department of the Army facilities for the use of the grantee.


13. The grantee will relocate at its expense, upon approval of said officer, any military facilities falling within new alignment which may not be compatible with highway construction.

14. No structures shall be erected within the right-of-way by the grantee, and it will not allow the construction of bill boards, or signs of any kind, excepting speed limit, stop, railroad crossing, and safety signs.

6-1-66 15. The erection of pole lines for power and communication systems ~~which usually may be allowed to be constructed~~ within the highway right-of-way will be permitted only after the obtaining of separate grants for these purposes.

This easement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand this 18 day
of May 1966, by ^{direction} ~~authority~~ of the Assistant Secretary
of the Army.


Sherry B. Myers
Staff Asst (Real Property)
Mil Const and Real
Property, OASA(I&L)

STATE OF Virginia)
COUNTY OF Arlington) SS

On this day personally appeared before me SHERRY B. MYERS
_____, to me known to be the individual described in and
who executed the within and foregoing instrument, and acknowledged that
he signed the same by direction of the Assistant Secretary of the Army
as the free and voluntary act and deed of the United States of America,
for the uses and purposes therein mentioned.

Given under my hand and official seal this 18th day of May
1966.

Lloyd T. Ford, Notary Public
County of Arlington
State of Virginia
My Commission Expires 23 Sept. 1967

Lloyd T. Ford

RIGHT-OF-WAY DESCRIPTION

A tract of land situate in the Fort Richardson Military Reservation, Sections 22, 23, 27, 28, 32, and 33, T. 14 N., R. 2 W., S.M., and Sections 5, 6, and 7, T. 13 N., R. 2 W., S.M., and Section 12, T. 13 N., R. 3 W., S.M., all in the Third Judicial District, State of Alaska, more particularly described as follows, to-wit:

Beginning at a point on the westerly line of the $E\frac{1}{2}$ of Section 12, T. 13 N., R. 3 W., S.M., said point being 1041.9 feet northerly from the southerly quarter corner of said Section 12, said point being also center-line Station 171+44.66 of F.A.P. Route 42 (Glenn Highway); thence northerly along the westerly line of said $E\frac{1}{2}$ of Section 12, being also the westerly boundary of the Fort Richardson Military Reservation, a distance of 218.29 feet; thence N.66°13'16"E. a distance of 3154.16 feet; thence northeasterly along a 1°02'10" curve to the left (radius equals 5529.58 feet) through an arc of 12°51'39" a distance of 1241.19 feet; thence S.36°38'23"E. a distance of 32 feet; thence N.53°21'37"E. a distance of 3739.31 feet; thence northeasterly along a 1°17'51" curve to the left (radius equals 4415.66 feet) through an arc of 9°57'00" a distance of 766.82 feet; thence S.46°35'23"E. a distance of 25 feet; thence from a tangent that bears N.43°24'37"E. along a 1°17'25" curve to the left (radius equals 4440.66 feet) through an arc of 0°23'47" a distance of 30.72 feet; thence N.43°00'50"E. a distance of 180.60 feet; thence N.46°59'10"W. a distance of 25 feet; thence N.43°00'50"E. a distance of 2464.39 feet; thence N.46°59'10"W. a distance of 32 feet; thence from a tangent that bears N.43°00'50"E. along a 0°57'58" curve to the right (radius equals 5929.58 feet) through an arc of 7°26'45" a distance of 770.57 feet; thence N.50°27'35"E. a distance of 404.4 feet; thence S.39°32'25"E. a distance of 25 feet; thence N.50°27'35"E. a distance of 3476.2 feet; thence northeasterly along a 0°58'13" curve to the right (radius equals 5904.58 feet) through an arc of 7°44' a distance of 797.0 feet; thence N.58°11'35"E. a distance of 644.0 feet; thence northeasterly along a 3°18'09" curve to the left (radius equals 1734.86 feet) through an arc of 24°50' a distance of 751.9 feet; thence N.33°21'35"E. a distance of 4658.6 feet; thence northerly along a 4°33'24" curve to the left (radius equals 1257.40 feet) through an arc of 44°04' a distance of 967.1 feet; thence N.10°42'25"W. a distance of 247.5 feet; thence N.79°17'45"E. a distance of 25 feet; thence N.10°42'25"W. a distance of 193.92 feet; thence northeasterly along a 1°54'02" curve to the right (radius equals 3014.79 feet) through an arc of 74°03'32" a distance of 3896.83 feet; thence N.63°21'07"E. a distance of 4569.80 feet; thence northerly along a 1°33'59" curve to the left (radius equals 3657.87 feet) through an arc of 55°57'30" a distance of 3572.48 feet; thence N.7°23'37"E. a distance of 957.5 feet to a point on the northerly line of Section 23, T. 14 N., R. 2 W., S.M., said line being also the northerly boundary of the Fort Richardson Military Reservation; thence easterly along said line a distance of 151.4 feet to center-line Station 483+79.36 of F.A.P. Route 42 (Glenn Highway); thence continuing easterly along said section line a distance of 100.90 feet; thence S.7°23'37"W. a distance of 991.16 feet; thence southwesterly along a 1°27'58" curve to the

RIGHT-OF-WAY DESCRIPTION CONT'D

right (radius equals 3907.87 feet) through an arc of $33^{\circ}23'11''$ a distance of 2277.12 feet; thence $S\ 26^{\circ}38'53''E.$ a distance of 349.35 feet; thence $S.63^{\circ}21'07''W.$ a distance of 1500.00 feet; thence $N.26^{\circ}38'53''W.$ a distance of 75 feet; thence $S.63^{\circ}21'07''W.$ a distance of 4569.80 feet; thence $S.26^{\circ}38'53''E.$ a distance of 25 feet; thence from a tangent that bears $S.63^{\circ}21'07''W.$ along a $2^{\circ}04'20''$ curve to the left (radius equals 2764.79 feet) through an arc of $74^{\circ}03'32''$ a distance of 3573.69 feet; thence $S.10^{\circ}42'25''E.$ a distance of 441.42 feet; thence southwesterly along a $3^{\circ}44'20''$ curve to the right (radius equals 1532.40 feet) through an arc of $44^{\circ}04'$ a distance of 1178.58 feet; thence $S.33^{\circ}21'35''W.$ a distance of 4658.6 feet; thence southwesterly along a $2^{\circ}51'03''$ curve to the right (radius equals 2009.86 feet) through an arc of $24^{\circ}50'$ a distance of 871.1 feet; thence $S.58^{\circ}11'35''W.$ a distance of 644.0 feet; thence southwesterly along a $1^{\circ}01'04''$ curve to the left (radius equals 5629.58 feet) through an arc of $7^{\circ}44'$ a distance of 759.84 feet; thence $S.50^{\circ}27'35''W.$ a distance of 3880.6 feet; thence $S.39^{\circ}32'25''E.$ a distance of 32 feet; thence from a tangent that bears $S.50^{\circ}27'35''W.$ along a $1^{\circ}01'25''$ curve to the left (radius equals 5597.58 feet) through an arc of $7^{\circ}26'45''$ a distance of 727.43 feet; thence $S.43^{\circ}00'50''W.$ a distance of 2644.99 feet; thence southwesterly along a $1^{\circ}12'54''$ curve to the right (radius equals 4715.66 feet) through an arc of $10^{\circ}20'47''$ a distance of 851.55 feet; thence $S53^{\circ}21'37''W.$ a distance of 3739.31 feet; thence southwesterly along a $0^{\circ}58'39''$ curve to the right (radius equals 5861.58 feet) through an arc of $3^{\circ}25'14''$ a distance of 349.94 feet to a point on the easterly line of Lot 2, Section 7, T. 13 N., R. 2 W.; thence northerly along said lot line a distance of 144.32 feet; thence $S. 53^{\circ}21'37''W.$ a distance of 63.66 feet to a point of curve; thence southwesterly along a $0^{\circ}59'13''$ curve to the right (radius equals 5804.58 feet) through an arc of $12^{\circ}51'39''$ a distance of 1302.91 feet; thence $S.66^{\circ}13'16''W.$ a distance of 2968.92 feet to a point on the westerly boundary of said military reservation; thence northerly along said line a distance of 81.86 feet to the point of beginning.

Containing 237.314 acres, more or less.

REPLY TO
ATTENTION OF:

Directorate of Public Works

DEPARTMENT OF THE ARMY
HEADQUARTERS, U.S. ARMY GARRISON, ALASKA
600 RICHARDSON DRIVE #5000
FORT RICHARDSON, ALASKA 99505-5000

22 FEB 2002

22 February 2002

U.S. Department of the Interior
Bureau of Land Management
Anchorage Field Office
Attn: Mr. Stuart Hirsh
6881 Abbot Loop Road
Anchorage, AK 99507

RECEIVED

FFA 22 2002

Dear Mr. Hirsh:

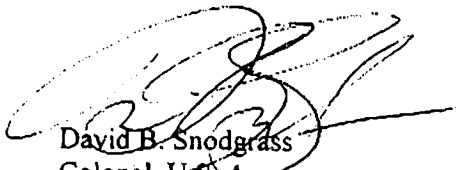
BUREAU OF LAND MANAGEMENT
Campbell Tract Facility
Anchorage Field Office

This letter is to inform you that the U.S. Army, Alaska (USARAK) concurs with the Bureau of Land Management issuing a five-year Right-of-Way permit to the Alaska Railroad Corporation for the on-going railroad track realignment project on the Fort Richardson Military Reservation.

U.S. Army, Alaska's concurrence is predicated in the following:

- a. The Alaska Railroad Corporation, its contractors, subcontractors, employees, and all other personnel affiliated with the realignment project will strictly adhere to and comply with all stipulations and requirements set forth in the Anchorage to Eagle River Line Change Restoration and Remediation Plan dated March 2001; the Final Environmental Project Management Plan dated April 2001; the U.S. Army Alaska approved Storm Water Pollution Prevention Plan; the Fort Richardson Project Requirements Directive dated February 2002; and the Bureau of Land Management five-year Right-of-Way Grant/Temporary Use Permit, all of which are incorporated by reference in this letter of non-objection.
- b. USARAK shall not be responsible for any damages to property or injuries to persons arising from or incident to activities of the Alaska Railroad Corporation, and/or its authorized contractor(s), while on USARAK property. The Alaska Railroad Corporation, and/or its authorized contractor(s), shall indemnify and hold USARAK harmless from any and all such claims.

Requests for additional information or assistance in regard to this letter of non-objection should be addressed to Mr. William Gossweiler, Chief, Natural Resources Branch, at (907) 384-3017.



David B. Snodgrass
Colonel, U.S. Army
Director, Public Works

Encl

1. Fort Richardson Project
Requirements Directive, 22 Feb 2002

22 FEB 2002

FORT RICHARDSON PROJECT REQUIREMENTS DIRECTIVE**1. ACCESS REQUIREMENTS:**

- a) Prior to Entering Fort Richardson: All organizational units, tenants, and support contractors (here after referred to as organizations) must be registered on an official access roster prior to accessing the Installation. Registration for the access roster will be made through Sergeant First Class (SFC) Kevin Eggleston with the Directorate of Public Works (384-6479). Access requests must be made at least three days prior to anticipated access.
- b) Entering Fort Richardson: All Public Access is through the Main Gate, which is located approximately seven miles from Downtown Anchorage off the Glenn Highway. Approaching the Main Gate, all contractors and associated personnel will stay in the right lane and pull into the small parking lot on the right side of the Main Gate. After parking their vehicle they will enter the small building to the left of the lot to request an entry pass from the Military Police. To obtain a pass the following requirements must be met:
 - 1. The name of every individual seeking access must be on the Access Roster
 - 2. Each person seeking access must produce a picture identification
 - 3. The individual or group must produce Proof of Insurance and a current valid registration for the vehicle being used to access the installation.
 - 4. The type of entry pass an individual receives will be based on the nature and duration of their business. Vehicle parking in the Main Gate Parking Lot is limited to one hour.
- c) Prior to Entering Fort Richardson's Training Lands: All organizations will contact and receive authorization from the Fort Richardson Range Control Officer or his designee (384-6233) prior to entering the training lands of the Fort Richardson Military Reservation. This authorization will be obtained a minimum of three days prior to the anticipated access.
- d) Entering Fort Richardson's Training Lands: All organizations will, immediately before physically entering a training area previously authorized by Range Control, contact Range Control via telephone or radio and advise them of the intended entry. Upon leaving the area, personnel will inform Range Control of their departure.

2. AMMUNITION SUPPLY POINT (ASP):

- a) ASP personnel control entrance to the Ammunition Supply Point (ASP). All organizations will provide an access roster to the ASP. Organization personnel will contact ASP upon arrival at entrance gate by activating call button. State their purpose for entry and names of personnel entering. ASP personnel will activate the gate to open. Gate will close automatically after entry. Organizations will report to the ASP Building #55803 prior to departing to inform them of names and number of personnel departing. Gate will automatically activate for departing organizations.
- b) Matches or other flame or spark producing devices will not be permitted in any magazine area or explosives area unless the commanding officer or his or her designated representative provides written authority. Carrying and using "strike anywhere" (kitchen) matches are prohibited.
- c) Smoking is prohibited in any explosives storage or operating area or location, except in specially designated and posted "authorized smoking areas."
- d) The use of devices that produce temperatures higher than 228 degrees F (109 degrees C) in any explosives area should be confined to essential, temporary use. Written instructions and a DA Form 5383-R (Hot-Work Permit), are required before beginning work.
- e) Gasoline and diesel-powered vehicles and equipment will not be refueled inside any structure in the explosives storage area or in any facility, site, revetment, or other building containing explosives, regardless of location. When being refueled, vehicles/equipment will be at least 100 feet from structures or sites containing explosives.
- f) The following applies to all operating support equipment powered by internal combustion engines used within explosives area.
 - 1. This equipment should be located 50 feet or more from explosives but never less than 25 feet.
 - 2. Only qualified personnel will use the equipment.
 - 3. The equipment will be inspected for cleanliness and visual defects before each use. Equipment that is malfunctioning or has defects that present a hazard will be removed from the operational site for repairs.
 - 4. Two fire extinguishers rated 10BC or higher for flammable or combustible liquid fires (Class B fire) and electrical fires (Class C fire) will be readily available.
 - 5. Equipment will not be refueled within 100 feet of explosives.

- g) Roadways will not be blocked by vehicles, equipment, or debris that would restrict access by ammunition, security, or firefighting personnel.
- h) Vehicles will not be parked closer than 100 feet to any explosives facility.
- i) Vehicles entering the ASP will be in good mechanical condition, safety devices in good working order and equipped with at least one portable fire extinguisher rated class 10BC or greater.

3. BRIEFINGS AND TRAINING:

- a) Project Briefings: The organization's designated Project Officer will be responsible for providing briefings and updates to appropriate Army personnel on a routine schedule established by USARAK.
- b) Range Control and Ordinance and Explosives Hazard Briefing: All organizations working within the training lands on Fort Richardson will receive a Range Control briefing and an Explosive Ordnance Disposal (EOD) briefing on unexploded ordnance (UXO) prior to commencement of any activity in training areas. Training shall be coordinated at least seven days prior to required entry to training areas. Training sessions shall be coordinated through the Range Control Officer or his designee at 384-6233.

3. ULITITIES:

- a) Excavation on USARAK Property: All organizations must obtain an *Excavation Clearance Request* (ECR; USARAK Form 81-E; see attachment) for all soil disturbing activities impacting soils six inches or more below the ground surface. DPW has the authority to revoke ECR approval if the specified terms and conditions are not being met. ECR forms are available at the Customer Service Desks in the following locations:

1. Building 730 at Fort Richardson;
2. Building 3015 at Fort Wainwright, and;
3. Building 605 at Fort Greely.

The ECR is not valid unless signed by the approving officer and dated with an expiration date. Approving officers will not sign until all locates have been marked and all utility locating agencies have approved the ECR.

- a) Utility Locates: All organizations must obtain utility clearances/locates prior to performing any activity that results in disturbance of soil six

inches or more below ground surface. The Excavation Clearance Request (ECR) will require each requesting organization to obtain signatures from all departments that control access to utilities. In addition each requesting organization is responsible for coordinating utility locates with ACS, ENSTAR, GCI, and any other affected non-Army utility. The Army will not assume any liability/responsibility for any costs incurred as a result of damages to any utility, nor will the Army assume any liability for cost incurred by the requesting organization as a result of work delays caused by damage to a utility.

- b) Utility Outages: All utility outages shall be of minimum duration. Outages and closures shall be scheduled with the USARAK Project Manager as far in advance as possible, in no case less than seven calendar days before the interruption and a follow-up notification made 48 hours before the interruption. In addition, any deviation from the planned disruption of service shall require a 24-hour notice prior to its occurrence. All existing main-line water valves shall be operated by Government personnel only. The organization shall give a notice of two working days to the Public Works Mechanical Section when shut off of these valves is required and a schedule for when they are to be turned back on. The point of contact for this is Frank Diaz at 384-1807. The organization's inability to coordinate and schedule with the Government personnel for shutoff and turn-on shall not be cause for claims of "delay" or "halting forward progress" on.
- c) Unscheduled Outages: In the event of an unscheduled outage, the organization shall reimburse the government or utility for man-hours, materials, and other costs when damage to or interruption of service on any utility occurs through negligence of the organization or it's representative, including any failure to obtain proper excavation clearance and utility locates.
- d) Damages to Utilities: In the event that any organization causes damage to a utility, the organization or it's representative is responsible for restoring the utility to original condition to the satisfaction of the government or the utility company. Restoration of the utility shall commence within one hour of damage and shall be completed within a four- hour time period. All costs associated with restoration of the utility are the responsibility of the organization or it's representative. In the event that any damage is caused to a utility, the organization or it's representative shall immediately notify the Fire Department Dispatch at 384-0774.

4. COORDINATION OF WORK:

- a) It shall be the organization's responsibility to conduct all phases of work in such a manner as to assure a minimum of interference with Government activities in the area. Provisions shall be made by the organization to avoid interferences with the free passage into and out of adjoining and adjacent areas not involved in the contracted work. All organizations shall conduct work in phases, limit areas of work, adjust times of work, or provide alternate access routes if necessary to allow for traffic flow in critical areas or heavy use times. Organizations shall notify and receive approval from the Provost Marshall and the Fire Department, in writing, seven working days in advance of any work that will cause a complete blockage of an area.
- b) Traffic Control: All organizations shall provide signs, barricades, personnel or other forms of traffic control as necessary to safely direct or restrict the flow of traffic around or through his area of work at all times.
- c) Detours and Alternate Routes: Detour routes shall be made using existing roads, and signs and barricades will be set up to direct traffic around the areas of work. Where detours cannot be made using existing roads, the organization shall restrict work areas to one lane of the road while maintaining the other lane open to traffic.
- d) Dust Control: The Contractor shall control dust in accordance with in the *Anchorage to Eagle River Line Change: Restoration and Remediation Plan* (dated March 2001), the *Final Environmental Project Management Plan* (dated April 2001), and any addendums to these plans.

5. INSTITUTIONAL CONTROL POLICY:

- e) Institutional Control Policy: All organizations must comply with the USARAK Institutional Controls (ICs) policy and all stipulations established in the *Anchorage to Eagle River Line Change: Restoration and Remediation Plan* (dated March 2001), the *Final Environmental Project Management Plan* (dated April 2001), and any addendums to these plans.
- f) Institutional controls are developed and agreed upon by the U.S. Army, the U.S. Environmental Protection Agency (EPA), and the Alaska Department of Environmental Conservation (ADEC) in accordance with the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). As such, violations of the IC policy may result in fines, penalties, and criminal implications. The Excavation Clearance Request will identify whether a site has imposed ICs and will provide direction in the event contamination is encountered at sites where ICs are not in-place.

6. SAFETY REQUIREMENTS:

a) General Safety: All work shall be done in accordance with *National Fire Protection Association (NFPA)*, *National Electrical Safety Code (ANSI C2)*, *OSHA-Occupational Safety and Health Act, EM 385-1-1, US Army Corps of Engineers Safety and Health Requirements Manual, ANSI B 20.1, 40 CFR EPA Environmental Protection Agency*, and all local safety, fire and security regulations. All codes listed here shall be the latest version and most recent or up-to-date publications in print.

b) Fire Safety:

1. Organizations shall conduct operations in accordance with all applicable sections of USARAK Regulation 420-11, *Facilities Engineering, Fire and Emergency Services*.
2. All welding and open-flame work will require a permit as stipulated in USARAK Regulation 420-11, Section 11-11(c). Permits can be obtained by contacting the Fort Richardson Fire Department at 384-3150.
3. Welders can attend the fire and emergency services welding safety course and become certified to issue their own permits.
4. Other fire prevention precautions shall be in accordance with the latest National Fire Codes. The contractor shall have a type "A" (water) fire extinguisher and an additional worker to watch for hot slag contacting combustible materials during all cutting or welding operations.

c) Post Safety: All organizations shall consult the Post Safety Director so that the applicable Post Safety Regulations are followed. In addition, the organizations shall comply with the US Army Corps of Engineers Safety and Health Requirements Manual - EM 385-1-1, and all State and Federal OSHA regulations. The Contractor is required to follow the procedures described therein and use all necessary precautions for the control and safety of personnel physically working on Post.

d) Radiation Safety:

1. All organizations that use equipment containing any type of radioactive source material are required to obtain a *Radiation Permit* prior to bring such devices on any part of USARAK controlled lands.
2. Radiation Permits can be obtained by contacting Randy Johnson at the USARAK Safety Office at 384-2383.

3. After a permit is granted, the organization's representative must notify the USARAK Safety Office each time the organization plans to bring the permitted equipment onto USARAK controlled lands.
4. In the event of any accident or emergency involving a permitted device, the organization's representative will immediately notify the Fort Richardson Fire Department Dispatch (384-0774) and the USARAK Safety Office.

7. TEMPORARY USE AREAS:

- a) Authorization for staging areas, equipment lay down yards, and other temporary use areas (TUAs) will be obtained from USARAK prior to mobilization of any equipment onto USARAK controlled lands. Authorization for TUAs will be obtained through the USARAK Real Property (Olaf Thorson) at 384-6679.
- b) The organization shall report all spills of petroleum products, hazardous materials or hazardous wastes as required in the *Anchorage to Eagle River Line Change: Restoration and Remediation Plan* (dated March 2001), the *Final Environmental Project Management Plan* (dated April 2001), and any addendums to these plans.
- c) Temporary use areas shall be restored as required in the Anchorage to Eagle River Line Change: Restoration and Remediation Plan (dated March 2001), the Final Environmental Project Management Plan (dated April 2001), and any addendums to these plans.

8. WILDLIFE AND NATURAL RESOURCES:

- a) Wildlife issues and enforcement on US Army lands in Alaska fall under the Directorate of Public Works, Ft. Richardson, Alaska, or Alaska Department of Fish and Game. Wildlife enforcement, through cooperation with the Military Police remains under the jurisdiction of USARAK Conservation Officers. Wildlife issues, including depredation, hazards, nuisance animals, and animals struck and killed by vehicles on US Army property in Alaska must be reported to Fort Richardson Conservation Enforcement at 384-3175 or 441-7388. In the event that Conservation Enforcement cannot be reached, contact the Fort Richardson Military Policy Desk (384-0823) or the Alaska State Troopers (269-5443). Any observed natural resource damages should be reported regardless of who is responsible.

9. CONTACTS:

- a) Ammunition Supply Point (Larry Dauphin): 384-7375
- b) Communications (59th Signal Battalion) (Mel Hein): 384-7877
- c) Department of Public Works
 - 1. Electrical Shop (Bill Walsh): 384-3645
 - 2. Engineering (Randy Tyler): 384-3097
 - 3. Environmental (Mark Prieksat): 384-3042
 - 4. Fill Disposal (Scott Lehmkuhl): 384-3163
 - 5. Mechanical Shop (Frank Diaz): 384-1807
 - 6. Operation and Maintenance (Ryne Linehan): 384-3096
 - 7. Real Estate (Olaf Thorson): 384-6679
 - 8. Roads and Grounds: (Dennis Hubbard): 384-1717
 - 9. Conservation Enforcement (Ken Denny): 384-3175
- d) **Emergency: 911 (request to be transferred to Fort Richardson emergency response)**
- e) Fiber Optics (Raj Bhargava with RBA Engineers): 276-3768
- f) **Fire Department Dispatch: 384-0774**
- g) Post Access Roster (SFC Kevin Eggleston): 384-3083
- h) **Provost Marshall Office (Desk Sergeant): 384-0823**
- i) Range Control (L.D. Fleshman): 384-6233
- j) USARAK Safety (Larry Peterson): 384-2382
- k) **USARAK Primary Project Contact (Bill Gossweiler): 384-3017**
Alternate (Bill Smith): 384-3174
- l) USARAK Radiation Safety (Randy Johnson): 384-2383

Form 2800-14
(August 1985)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Issuing Office
Anchorage Field Office

Serial Number
AA081722

RIGHT-OF-WAY GRANT/TEMPORARY USE PERMIT

1. A right-of-way (~~permit~~) is hereby granted pursuant to:

- a. ☒ Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761);
- b. ☐ Section 28 of the Mineral Leasing act of 1920, as amended (30 U.S.C. 185);
- c. ☐ Other (describe)

2. Nature of Interest:

a. By this instrument, Holder, Alaska Railroad Corporation receives an exclusive right to construct, operate, maintain, and terminate a, railroad facility used for transportation, communication, and transmission on public land (~~or Federal land for M.L.A. Rights of Way~~) described as follows:

Within: Township 14 North, Range 2 West; Sections 9, 10, 16, 17, 19, 20, & 21; Township 13 North, Range 3 West; Sections 2, 3, 10, & 11; Township 14 North, Range 3 West, Sections 24, 25, 26, & 35, Seward Meridian, Alaska, as shown on Project Right of Way-Exhibit 2 dated 02-05-2002.

b. The right-of-way ~~permit area~~ granted herein is generally 200 feet wide (100' on either side of the centerline), 10 miles long, and contains 227 acres, more or less. The right-of-way width increases to a maximum of approximately 460 feet where the slope requires cut and fill beyond 100' from the centerline. The cut and fill sites are shown on Exhibit 2. With one track, the centerline of the track is the centerline of the right-of-way. With dual tracks, the centerline of the eastern track is the right-of-way centerline. ~~If a site type facility, the facility contains~~ acres.

c. This instrument shall ~~terminate~~ expire when the lands are conveyed to the Alaska Railroad Corporation pursuant to Section 761, Public Law 106-181 or, five years from its effective date, whichever occurs first, unless, prior thereto, it is relinquished, abandoned, terminated, or modified pursuant to the terms and conditions of this instrument, or of any applicable Federal law or regulation.

d. This instrument may ~~may not~~ be renewed by the Authorized Officer. If renewed, the right-of-way or permit shall be subject to the regulations existing at the time of renewal and any other terms and conditions that the Authorized Officer deems necessary to protect the public interest.

e. Notwithstanding the expiration of this instrument or any renewal of, early relinquishment, abandonment, or termination, the provisions of this instrument, to the extent applicable, shall continue in effect and shall be binding on the Holder, its successors, or assigns, until they have fully satisfied the obligations and/or liabilities accruing herein before or on account of the expiration, or prior to termination, of the grant.

3. Rental:

~~For and in consideration of the right granted, the Holder agree to pay the Bureau of Land Management fair market value rental as determined by the Authorized Officer unless specifically exempted from such payment by regulation. Provided, however, that the rental may be adjusted by the Authorized Officer, whenever necessary, to reflect changes in the fair market rental value as determined by the application of sound business management principles, and so far as practicable and feasible, in accordance with the comparable commercial practices.~~

Holder is an instrumentality of the State of Alaska. As such, Holder is exempt from paying rent, as provided in regulations at 43 CFR Sec. 2803.1-2 (b)(1)(i).

4. Terms and Conditions:

a. This grant or permit is issued subject to Holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations parts 2800 and 2880.

b. Upon grant termination by the Authorized Officer, all improvements shall be removed from the public lands and the public lands will be restored within ~~days~~, or otherwise disposed of as provided in ~~paragraph (4) (d) or~~ as directed by the Authorized Officer.

c. Each grant issued pursuant to the authority of paragraph (1) (a) for a term of 20 years or more shall, at a minimum, be reviewed by the Authorized Officer at the end of the 20th year and at regular intervals thereafter that do not exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the Authorized Officer.

d. The stipulations, ~~plans, maps, or designs~~ set forth in Exhibit 1, and the plans set forth in Project Right of Way-Exhibit 2 dated 02-05-2002 attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.

e. Failure of Holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof. ~~A written notice from the Authorized Officer is required for suspension or termination~~

~~f. The Holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.~~

IN WITNESS WHEREOF, the undersigned agrees to the terms and conditions of this right-of-way grant or permit.



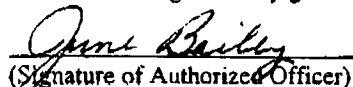
(Signature of Holder)

PRESIDENT & CEO, ARRC

(Title)

APRIL 23, 2002

(Date)



(Signature of Authorized Officer)

Associate Field Manager

(Title)

APR 26 2002

(Effective Date Of Grant)

EXHIBIT #1

AA081772 Alaska Railroad Corporation
Right-of-Way Grant Stipulations

Page 1

General Stipulations

1. Except as provided in Stipulation # 25, Holder accepts the land within this right-of-way grant on an as-is, where-is basis without any warranty, express or implied, that the land is suitable for any particular use or purpose.
2. Holder will not perform additional clearing outside the 107 acres of forest, shrub and wetland habitats referenced in the Restoration and Rehabilitation Plan (RRP). In addition, the Holder will protect watersheds within the right-of-way by limiting the extent of construction clearing, as described in the RRP. ((Between stations 179+00 to station 183+00, and station 203+00 to station 207+00, clearing will be limited to the toe of the cut or fill along the south (Ship Creek) side of the alignment.))
3. Holder will limit tree cutting to the period between August 1st and April 1st.
4. The right-of-way will be maintained in a sanitary condition at all times. Waste materials shall be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, ashes and equipment but does not include waste composed of "Hazardous Substances" as defined in Stipulation # 24.
5. Holder shall protect all survey monuments found within the right-of-way. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U. S. Coastal and Geodetic benchmarks, and triangulation stations and military control monuments. In the event of obliteration or disturbance of any of the above, Holder will immediately report the incident, in writing to the Authorized Officer and the respective installing authority if known. Where General Land Office or Bureau of Land Management right-of-way monuments or references are obliterated during operations, Holder shall secure the services of a registered land surveyor or a Bureau cadastral surveyor to restore the disturbed monuments and references using surveying procedures found in the Manual of Surveying Instructions for the Survey of the Public Lands in the United States, latest edition. Holder shall record such survey in the appropriate borough and send a copy to the Authorized Officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monument, Holder will be responsible for the survey cost.
6. Holder will designate a Resident Engineer with authority to implement instructions from the Authorized Officer. The Resident Engineer will be available for communication with the Authorized Officer at all times during construction.
7. Holder, its contractors, sub-contractors and employees, will comply with the Municipality of Anchorage Watershed Management Program's Erosion and

EXHIBIT #1

AA081772 Alaska Railroad Corporation
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Page 2

Sediment Control and Materials Containment Guidance Manual, dated January 1998.

8. Holder will comply with the restrictions on land and water use developed under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA). The Resident Engineer will certify compliance with land and water use restrictions at the request of the U. S. Air Force or U.S. Army.
9. Holder or its contractor will secure and maintain a performance bond sufficient to insure that all work required in the Restoration and Remediation Plan (RRP) has been accepted by the Authorized Officer. The Authorized Officer may reduce or terminate its bonding requirements as work is completed and accepted.
10. Holder, it's contractors, sub-contractors and employees, will immediately report any cultural and/or paleontological resource (historic or prehistoric site or object) discovered during construction of the new railroad alignment or restoration of the old railroad alignment to the Authorized Officer and the appropriate military installation Cultural Resource Officer. Holder will suspend all operations in the immediate area of the discovery until written authorization to proceed is issued by Authorized Officer. The Authorized Officer and appropriate Cultural Resource Officer will evaluate the discovery to determine actions required to prevent the loss of significant cultural or scientific values. Holder will be responsible for the cost of evaluating the discovery and all actions required to mitigate impacts to the discovery. Authorized Officer will give Holder written authorization when construction operations may resume.
11. Holder, by accepting this right-of-way grant, acknowledges that;
 1. Elmendorf Air Force Base and Ft. Richardson Military Reservation have been identified as National Priority List (NPL) Sites under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended,
 2. It has been provided with copies of the Elmendorf Air Force Base and Ft. Richardson Federal Facility Agreements (FFAs) of November 15, 1991 and December 5, 1994, and the State of Alaska-Fort Richardson Environmental Restoration Agreement of November 3, 1994, and
 3. It has been provided with a copy of the State Elmendorf Environmental Restoration Agreement (SERA) dated October 2, 1992.

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12. Holder will perform an as-built survey of the completed alignment within one year after completion of construction. The survey will be performed according to Interior Department standards and must be approved by the Bureau of Land Management's Alaska State Office Division of Cadastral Survey. Holder will provide hard or paper copies of the approved survey to the BLM Anchorage Field Office Manager, the U.S. Army and the U.S. Air Force. Digital survey data may be requested at the Authorized Officer's sole discretion.
13. Holder, its contractors, subcontractors and employees will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and the regulations of the Secretary of the Interior pursuant thereto.

Required Plans and Environmental Baseline Surveys

14. Holder will prepare and comply with;
 1. a Storm Water Pollution Prevention Plan (SWPPP),
 2. an RRP, and
 3. an Environmental Project Management Plan (EPMP) and provide copies of the plans to the Authorized Officer.
15. Holder will prepare, and the U. S. Army and U.S. Air Force will approve, Phase I Environmental Baseline Surveys (EBS) for this right-of-way and the track alignment to be vacated on Elmendorf Air Force Base and Fort Richardson Military Reservation.
16. Holder will enter into a moose strike mitigation agreement with the U. S. Air Force and the U. S. Army by December 1, 2001. The agreement will survive conveyance of the lands within the right-of-way to the Holder.

Notices to Proceed

17. Holder will not begin any construction or undertake any surface-disturbing activities within the right-of-way (except for clearing authorized by a Timber Sale Contract) unless a written Notice to Proceed has been issued by the Authorized Officer. A Notice to Proceed authorizes specific activities in specific locations. A sample Notice to Proceed is attached to this right-of-way grant as Exhibit 3.
18. A Notice to Proceed will not be issued unless and until the;
 1. EPMP has been approved by the Environmental Protection Agency (EPA), the Alaska Department of Environmental Conservation (ADEC), the Bureau of Land Management (BLM), the U. S. Air Force, the U. S. Army and a copy of the EPMP has been provided to the Authorized Officer;

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2. SWPPP has been approved by the EPA and ADEC and a copy of the SWPPP has been provided to the Authorized Officer;
 3. RRP has been approved by the U. S. Army and the U. S. Air Force and a copy of the RRP has been provided to the Authorized Officer; and the
 4. United States of America has been designated as a beneficiary of the Holder's or its contractor's Performance Bond and a copy of the bond has been provided to, and has been approved in writing by, the Authorized Officer.
19. Authorized Officer may suspend or terminate any Notice to Proceed, in whole or in part, when, in the Authorized Officer's sole judgement, the right-of-way grant stipulations are not adequate to protect the environment, public health, or safety. The Authorized Officer will provide a written notice of suspension or termination within two business days of any oral order suspending or terminating a Notice to Proceed. The written notice will explain why the Notice to Proceed was suspended or terminated and what Holder must do to resume construction.

Elmendorf Air Force Base Operable Unit 1

20. Holder will not penetrate the shallow aquifer within Operable Unit 1. In the event groundwater is encountered, the encounter will be reported immediately to Ms. Donna Baumler at 552-7229. The verbal report will be followed up by a written report within 24 hours to 3 CES/CEVR, 6326 Arctic Warrior Drive, Elmendorf AFB, AK 99506-3240 (attn: Ms. Donna Baumler).
21. Holder will locate and avoid, to the extent possible, ground water monitoring wells. If a monitoring well will be affected or impacted by construction or operation of the railroad, Holder will decommission or replace the well(s) at the sole discretion of the U.S. Air Force.
22. Holder will not damage or interfere in any way with access, including vehicular access, to monitoring wells. The United States will comply with the provisions contained in paragraph 5.3 of the Holder's Standard Specifications for Work on Railroad Property of March 1997.

Indemnification excluding Hazardous Substance Contamination

23. Holder acknowledges construction in this right-of-way could prove to be technically difficult and that it may be difficult to foresee all consequences, damages, and costs from its planned construction activities. This provision allows the Holder some flexibility to change its plans and stop construction as detailed in paragraph 25 (iv) below to minimize detrimental consequences of railroad activities; however, it is the general intention of the parties that the United States will not face claims, or incur damage or additional costs or expenses as a result of Holder's activities associated

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with this grant. Thus, excluding hazardous substance contamination problems, the Holder hereby agrees to waive all claims both known and unknown, against the United States, and to indemnify and to hold harmless the United States from all damages, suits, attorneys fees, court costs or claims arising out of the activities conducted by the Holder or any person working on Holder's behalf under this right-of-way except for those damages, suits, attorneys fees, court costs and claims due solely to the negligence of the United States, provided, however, that this exception does not include damages, suits, attorneys fees, court costs and claims arising from a dangerous (non-contamination related) condition on the property.

Indemnification for Hazardous Substances Contamination

24. Definitions applicable to sections 25 through 28.

- (i) "Environmental Laws" means any federal, state or local statute, regulation or ordinance pertaining to the protection of human health or the environment and any applicable orders, judgments, decrees, permits, licenses, agreements, approved plans or other authorizations or mandates under such laws.
- (ii) "Contamination" means the presence of Hazardous Substances in the soil or water (including surface water and ground water) if such presence of Hazardous Substances constitutes a violation of applicable Environmental Laws or if removal or remedial action is required by applicable Environmental Laws with respect to such presence of Hazardous Substances.
- (iii) "Pre-Existing Contamination" means Contamination existing as of the effective date of this right-of-way grant.
- (iv) "Hazardous Substances" means any hazardous or toxic substance, pollutant, material or waste as defined, listed or regulated under any Environmental Laws, and includes without limitation petroleum oil and its fractions and munitions.
- (v) "Remediation Costs" means those costs necessary to protect human health and the environment that are incurred under the application of Environmental Laws.
- (vi) "SERA" means the State-Elmendorf Restoration Agreement dated October 2, 1992.
- (vii) "FFAs" mean those Federal Facility Agreements executed by the EPA, ADEC, Elmendorf and/ or Ft Richardson pursuant to 42 USC 9620.

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- (viii) "Records of Decision" means a cleanup agreement decision document including approved post-ROD action plans to implement decisions prepared pursuant to CERCLA or similar decision documents under the State of Alaska spill response laws and regulations.

25. Pre-existing Contamination of the Right-Of-Way

- (i) Holder acknowledges that the rights granted by this right-of-way Grant are already subject to certain previously executed FFAs, SERA and applicable Records of Decisions. The Holder additionally acknowledges that the Department of Defense has certain responsibilities and authorities under Executive Order 12580 and this right-of-way grant cannot and does not relinquish those responsibilities and authorities. Holder further acknowledges that construction delays and unforeseen agency-required response/remediation actions are an inherent risk in constructing and operating railroad track on, over and around known or potential contaminated sites. Accordingly, Holder specifically assumes the risk of delay to Holder's construction or operational activities relating to pre-existing environmental conditions within the right-of-way and agrees to waive all claims, known and unknown, and to indemnify and hold harmless the United States from all costs associated with such delay, including, but not limited to delay claims asserted by Holder's contractors. In addition, Holder acknowledges that either military installation or the EPA may need to take future action with respect to, or restrict Holder's activities on, some portion of the new right-of-way pursuant to the FFAs, SERA or applicable Records of Decisions, or pursuant to applicable environmental laws in order to protect human health or the environment. In such event, Holder shall bear the costs of delays arising therefrom and of modifying its design or relocating its facilities within the right-of-way without charge to the federal entities involved.
- (ii) Holder hereby agrees to indemnify and hold harmless the United States for any remediation costs incurred with respect to pre-existing contamination within the right-of-way during the term of this right-of-way Grant and continuing through any restoration activities that may be required by subpart (iv) below. Additionally, Holder agrees to waive all claims, known and unknown, (including claims for contribution under CERCLA) against the United States and to indemnify and hold harmless the United States for remediation costs due to the migration of contaminants (including pre-existing contaminants) caused by the Holder's activities regardless of whether the migration occurs into, out of, or within the right of way or adjacent property.

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- (iii) Regarding pre-existing contamination outside the right-of-way which is unaffected by Holder's activities, to the fullest extent permitted by law and by contract, all obligations (whether arising before, during or after the existence of this right-of-way) with respect to liability for, and investigation and remediation of, actual or potential contamination pre-existing on or migrating to property adjacent to the right-of-way (including pre-existing contamination that has migrated or does migrate from the right-of-way) are, as between Holder and the United States, retained and reserved by the United States. However, nothing in this provision is intended to release Holder from liability to the United States for pre-existing contamination of any property or the environment attributable to Holder's operations prior to entering into this right-of-way Grant.
- (iv) Holder has conducted environmental investigations with respect to potential pre-existing contamination of the right-of-way. Notwithstanding any other provision of this paragraph, in the event that Holder discovers previously unknown pre-existing contamination or known contamination that is materially more extensive than previously known or expected, Holder may, at its sole good faith election and discretion, request the Authorized Officer to terminate this right-of-way grant. Such request for termination must occur in writing within thirty (30) days of the discovery of such circumstances, and in any event no later than December 31, 2002 for that portion of this right-of-way on Elmendorf Air Force Base and December 31, 2005 for that portion of this right-of-way on Fort Richardson. Prior to expiration of the right-of-way grant, Holder shall take those precautions required by ADEC and/or EPA with respect to the contamination within the right-of-way to prevent migration or further release of the contamination and, if required by ADEC and/or EPA, remediate any soils or water excavated or contaminated by Holder.

26. Future Contamination of the Right-Of-Way

- (i) Holder hereby agrees to waive all claims, known and unknown, against the United States and to indemnify and hold harmless the United States for all damage, suits, or claims arising out of contamination of the right-of-way or property adjacent thereto caused by the activities conducted by the Holder or any person working on Holder's behalf under this right-of-way grant.
- (ii) Holder retains all rights and remedies against the United States for all damage, suits, or claims arising out of contamination of the right-of-way caused by the activities of the United States or any person working on behalf of the United States after the effective date of this right-of-way grant, whether the result of contamination that migrates to the right-of-way or otherwise, insofar as such contamination was not caused by the activities of the Holder or any person working on Holder's behalf under this right-of-way grant.

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27. Restoration

At such time as required by applicable environmental laws (but in no event later than the expiration or termination of this right-of-way, unless Holder is granted ownership or other right of use of the subject property), Holder shall remediate all contamination within the right-of-way disturbed by or otherwise attributable to Holder's operations and activities to levels then required by the applicable environmental laws. Additionally, upon abandonment of the right-of-way, Holder shall landscape any disturbed areas in a manner substantially equivalent to the landscape requirements outlined in the Restoration and Remediation Plan applicable to Holder's existing right-of-way.

28. Third-Parties

Nothing in this paragraph is intended to benefit or grant any rights to any third-party. Nor does this paragraph constitute an admission of law or fact to third-parties by either Holder or the United States with respect to pre-existing contamination, if any, or future contamination, if any.

Stipulations Surviving Expiration or Termination of this Right-of-Way Grant

29. Stipulations 16, 23, 24, 25, 26, 27, 28, and 30 will survive expiration or earlier termination of this right-of-way grant.

Stipulations for Operations on the Fort Richardson Military Reservation

30. The Alaska Railroad Corporation, its contractors, subcontractors, employees, and all other personnel affiliated with the realignment project will strictly adhere to and comply with all stipulations and requirements set forth in the Anchorage to Eagle River Line Change Restoration and Remediation Plan dated March 2001; the Final Environmental Project Management Plan dated April 2001; the U.S. Army Alaska (USARAK), approved Storm Water Prevention Plan; and the Fort Richardson Projects Requirement Directive dated February 22, 2002, all of which are incorporated herein by reference.

Form 2801-15
Aug-85

Exhibit C

United States
Department of the Interior
Bureau of Land Management

Right-of-Way or Temporary Use Permit(TUP) serial number AA 081722	
Date 29-Apr-02	Issuing Office Anchorage
Right-of-Way or TUP name Alaska Railroad Realignment Project	

RIGHT-OF-WAY NOTICE TO PROCEED

Certified Registered Mail-Return Requested

Instructions-Use certified or Registered mail or hand deliver. Send or give original to holder. Distribute other copies as indicated after receipt date.

Holder:

Alaska Railroad Corporation

In accordance with the term and conditions of the above referenced right-of-way grant or TUP you are hereby authorized to proceed with the activities noted below in the locations specified. Map(s) are attached. YES NO

Activity	Location
All construction activities associated with the Alaska Railroad Corporation's track realignment project.	Fort Richardson Military Reservation as shown on project right-of-way Exhibit 2, dated 2/5/02 and attached to the Grant of Right-of-Way effective April 26, 2002.

Authorized Officer is:

Peter J. Ditton

Name

Field Manager

Title

Onsite inspection and compliance of the Right-of-Way or TUP stipulations will be conducted by the authorized Officers Representative

Stuart Hirsh

Name of authorized Officer's Representative

6881 Abbott Loop Road
Anchorage, Alaska 99507

Office, Street, Address, City, State, zip

(907) 267-1252
Officer's Phone Number

Home Phone Number(optional)

Authorized Officer's or Representative's Signature

26-Apr-02

Date

Holders Acknowledgment when notice is delivered in person.

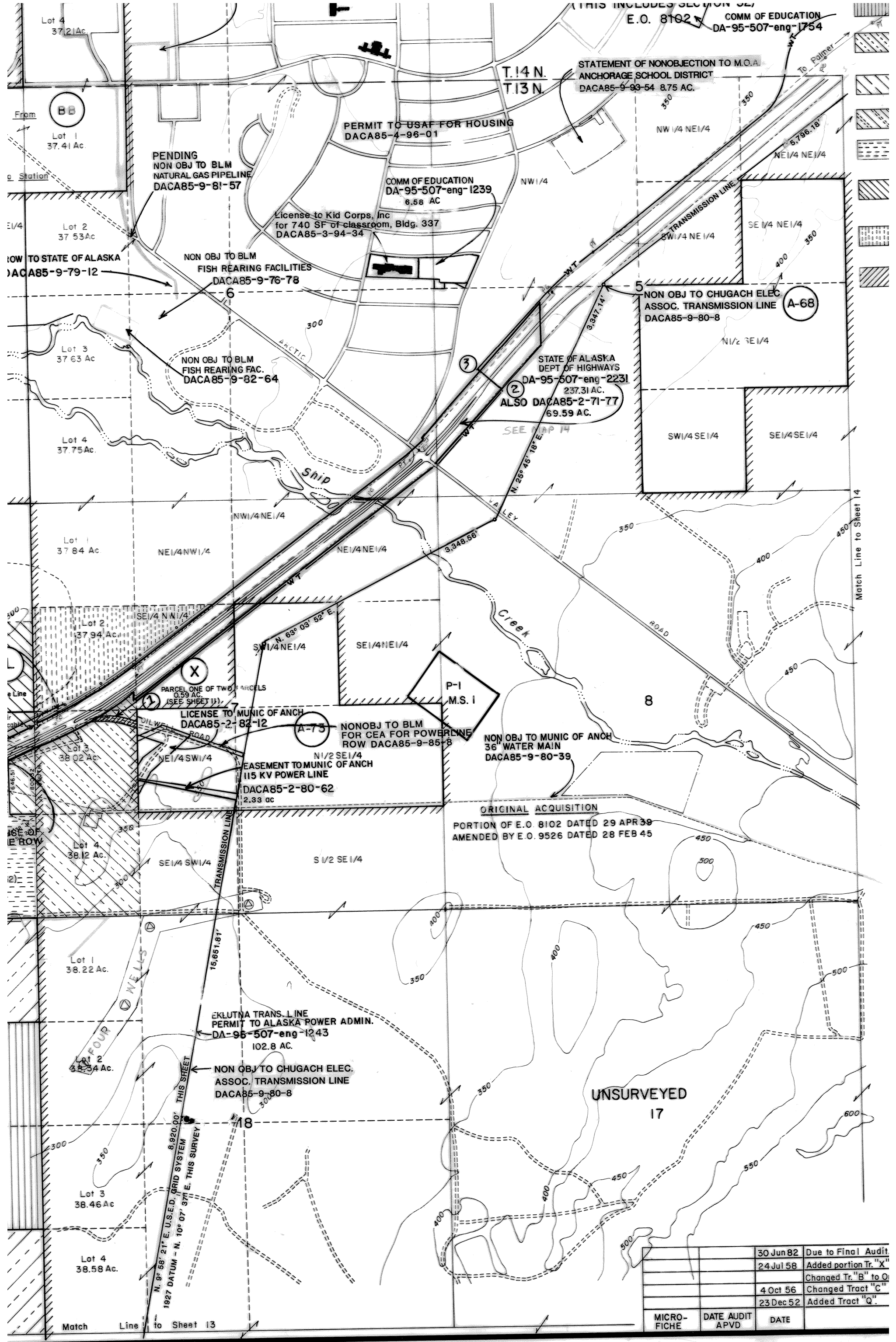
Signature of Recipient

Firm Name

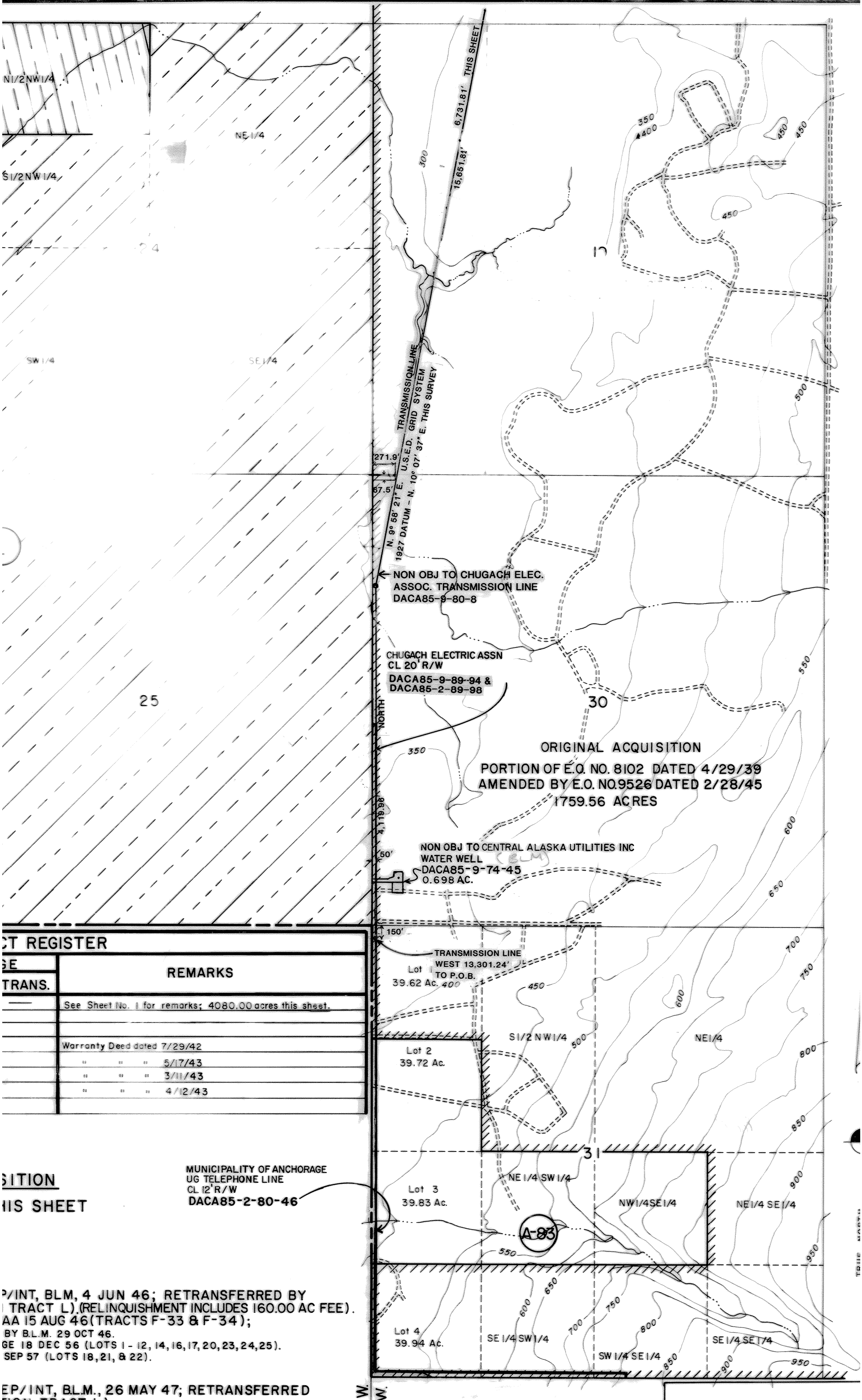
Name of Recipient

Date

Holder



		30 Jun 82	Due to Final Audit
		24 Jul 58	Added portion Tr. "X"
			Changed Tr. "B" to O
		4 Oct 56	Changed Tract "C"
		23 Dec 52	Added Tract "Q"
MICRO-FICHE	DATE AUDIT APVD	DATE	



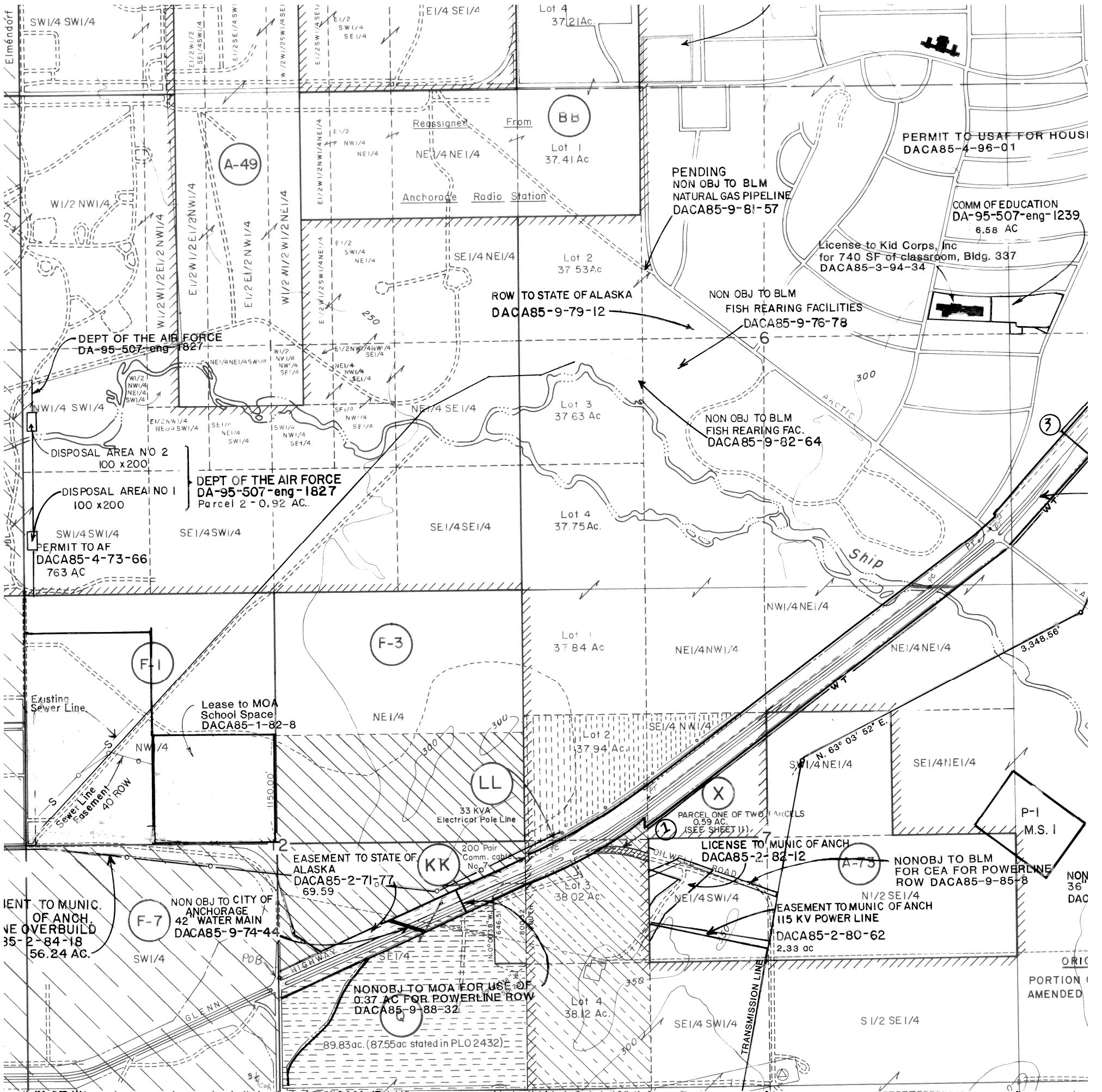
REGISTER	
DATE	REMARKS
TRANS.	
	See Sheet No. 1 for remarks; 4080.00 acres this sheet.
	Warranty Deed dated 7/29/42
	5/17/43
	3/11/43
	4/12/43

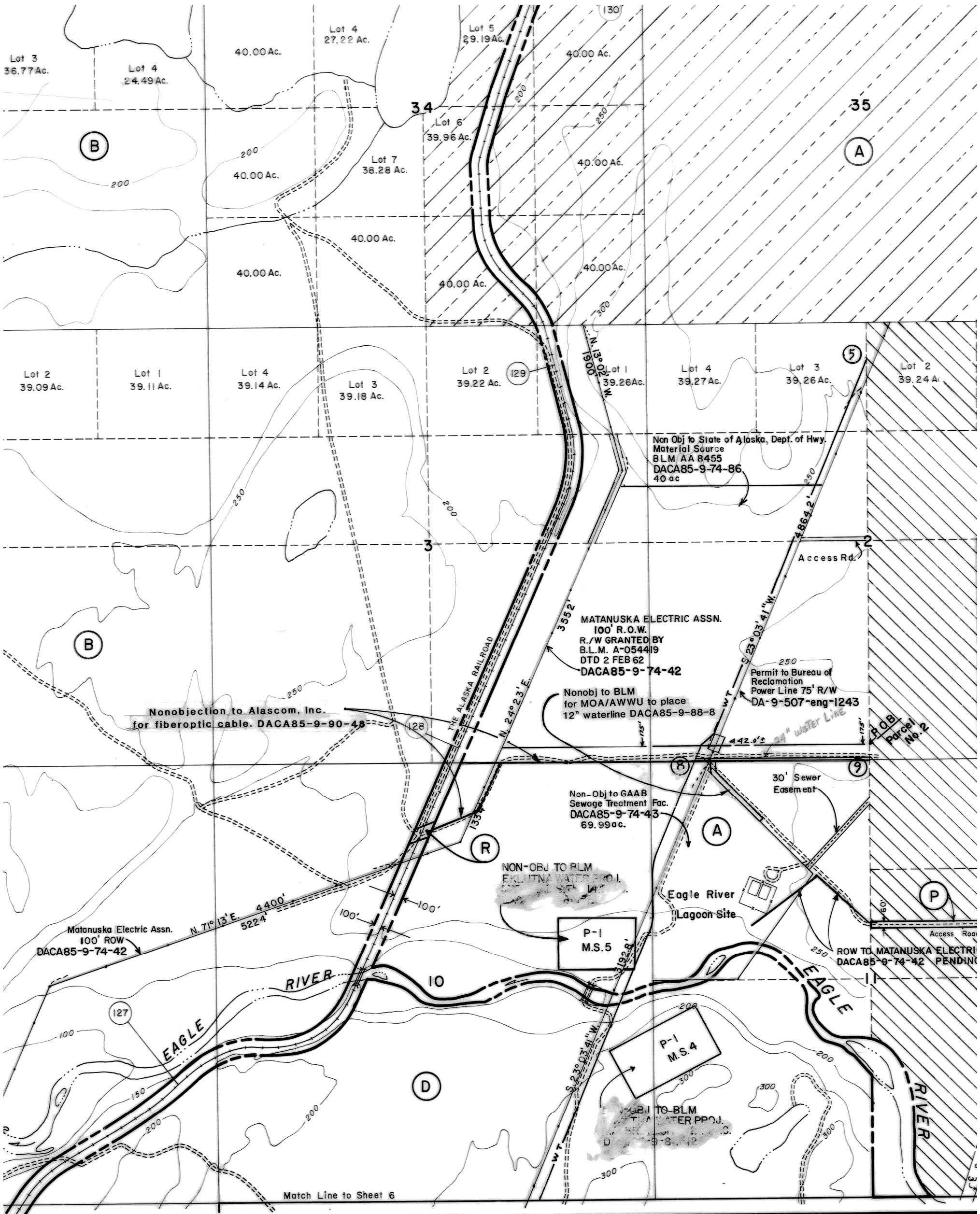
SITATION
THIS SHEET

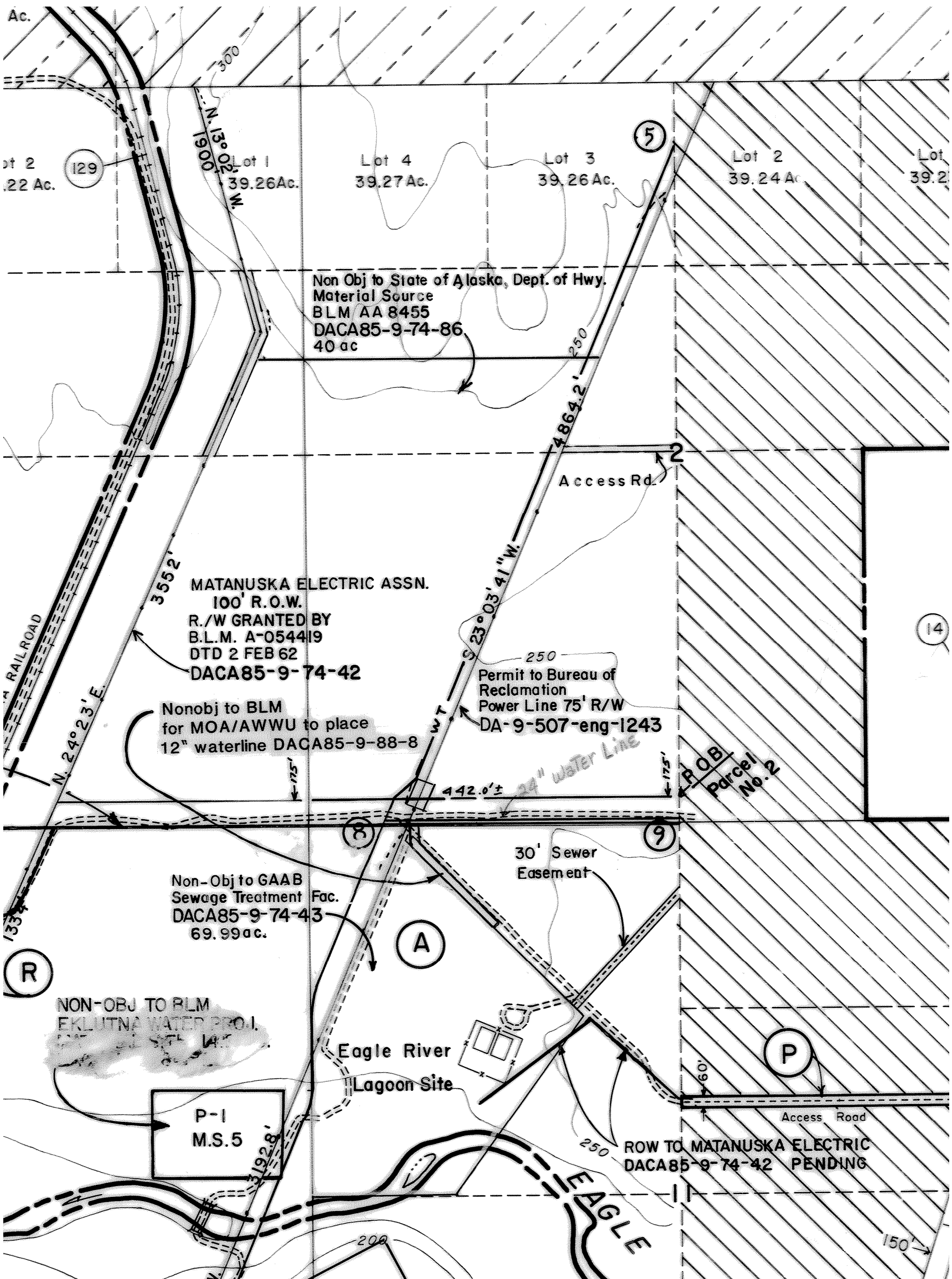
MUNICIPALITY OF ANCHORAGE
UG TELEPHONE LINE
CL 12' R/W
DACA85-2-80-46

P/INT, BLM, 4 JUN 46; RETRANSFERRED BY
TRACT L). (RELINQUISHMENT INCLUDES 160.00 AC FEE).
AA 15 AUG 46 (TRACTS F-33 & F-34);
BY B.L.M. 29 OCT 46.
GE 18 DEC 56 (LOTS 1 - 12, 14, 16, 17, 20, 23, 24, 25).
SEP 57 (LOTS 18, 21, & 22).

EP/INT, BLM., 26 MAY 47; RETRANSFERRED







Ac.

Lot 2
39.22 Ac.

129

Lot 1
39.26 Ac.

Lot 4
39.27 Ac.

Lot 3
39.26 Ac.

Lot 2
39.24 Ac.

Lot
39.2

Non Obj to State of Alaska, Dept. of Hwy.
Material Source
BLM AA 8455
DACA85-9-74-86
40 ac

MATANUSKA ELECTRIC ASSN.
100' R.O.W.
R./W GRANTED BY
B.L.M. A-054419
DTD 2 FEB 62
DACA85-9-74-42

Nonobj to BLM
for MOA/AWWU to place
12" waterline DACA85-9-88-8

250
Permit to Bureau of
Reclamation
Power Line 75' R/W
DA-9-507-eng-1243

Non-Obj to GAAB
Sewage Treatment Fac.
DACA85-9-74-43
69.99 ac.

NON-OBJ TO BLM
EKLITNA WATER PROJ.
DACA85-9-74-44

P-1
M.S.5

Eagle River
Lagoon Site

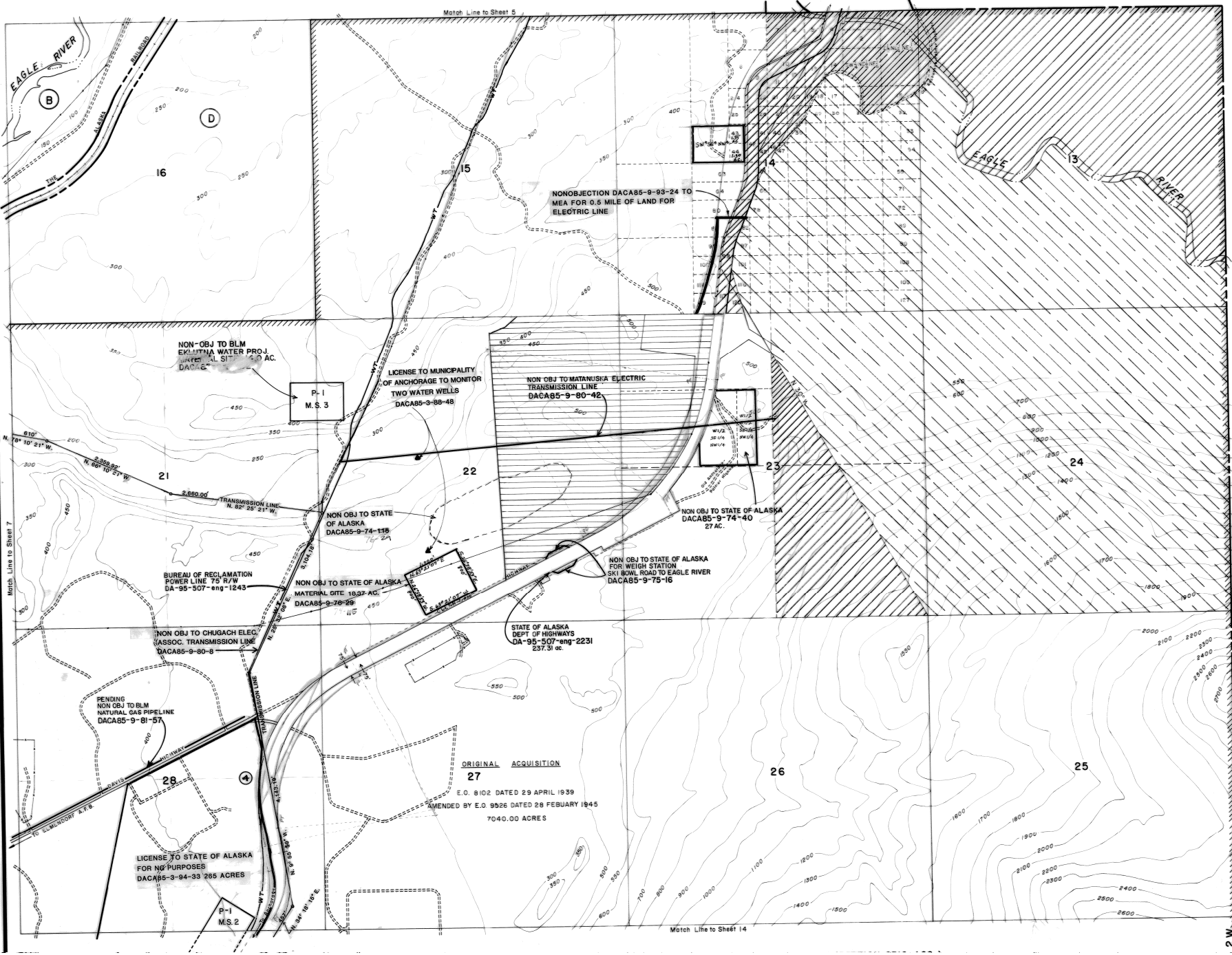
ROW TO MATANUSKA ELECTRIC
DACA85-9-74-42 PENDING

30' Sewer
Easement

ROB
Parcel
No. 2

Access Road

EAGLE



S. M.



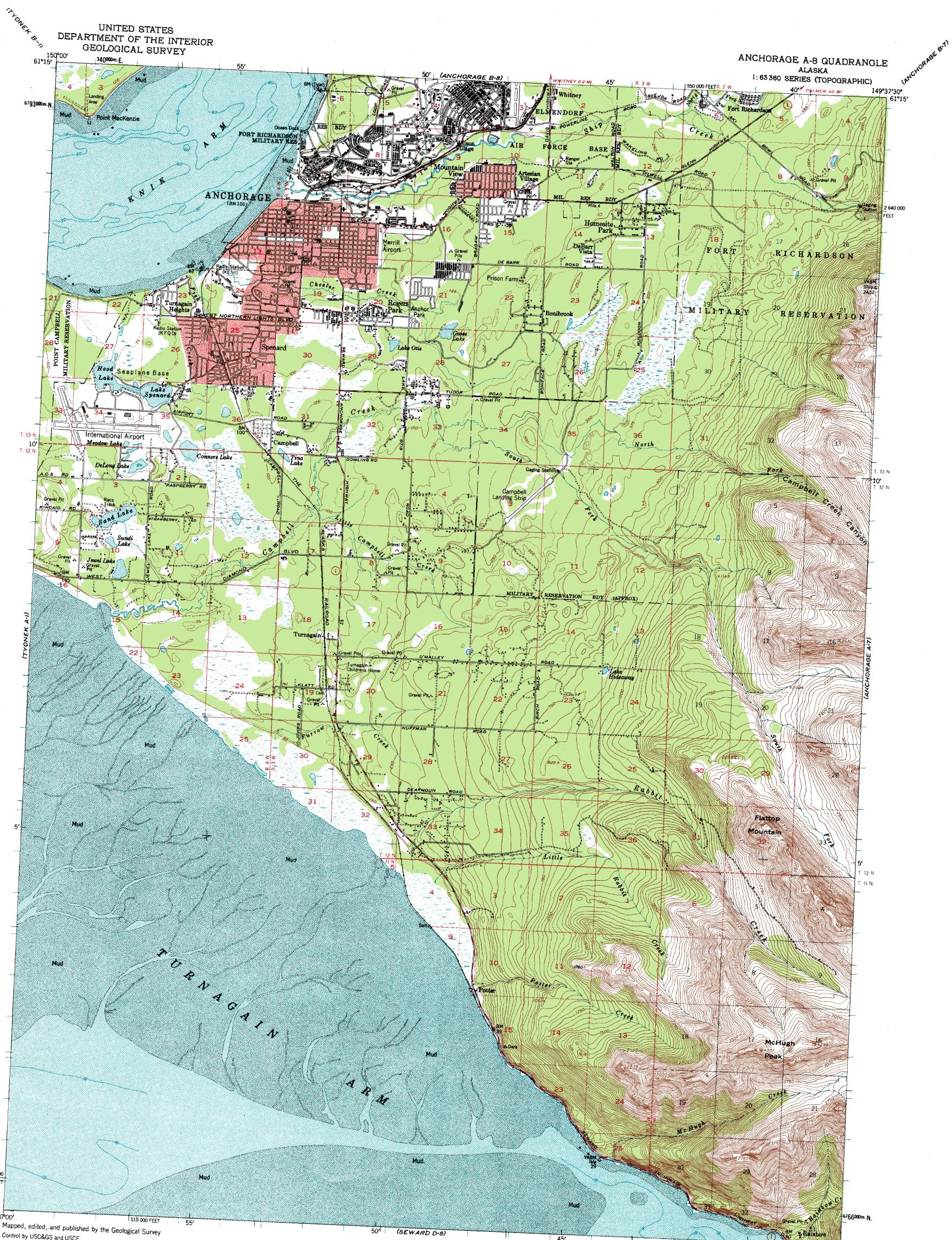
ORIGINAL ACQUISITION
E.O. 8102, 7040.00

TRACT REGISTER

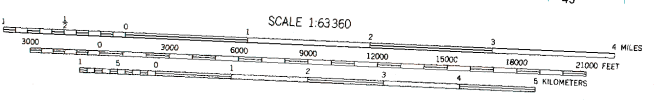
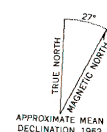
TRACT NO.	LAND OWNER	ACREAGE	
		TRANS	
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④② M	U.S. Dept. of the Interior, BLM	<4,844.56>	4,706.00 ac by PLO 2029 eff 18 D
			to term 26 Sep 71. Superseded by
			4,720.00 net acres due to realignmen
			description which reacquired 138.5
			Tr. M. (Entire area formerly Tr. L.)
③ JJ	U.S. Dept. of the Interior, BLM	<10,181.65>	SUP (A-063442) dtd 3 Sep 65 for
			formerly Tr. L. (138.56 ac reacqui

<Contains acreage disposed of and reacqu





Maped, edited, and published by the Geological Survey
Control by USCGS and USCE
Topography by photogrammetric methods from aerial photographs
taken 1950. Field check 1952
Selected hydrographic data compiled from USCGS Charts 8557
and 8553 (1:194,194 scale). This information is not intended
for navigational purposes
Universal Transverse Mercator projection, 1927 North American datum
10,000-foot grid based on Alaska coordinate system, zone 4
1000-meter Universal Transverse Mercator grid ticks,
zone 6, shown in blue
Red tint indicates areas in which only landmark buildings are shown
Land lines printed in gray represent unsurveyed and
unmarked locations predetermined by the Bureau of
Land Management, Folio S-13, Seward Meridian
Swamps, as portrayed, indicate only the wetter areas,
usually of low relief, as interpreted from aerial photographs



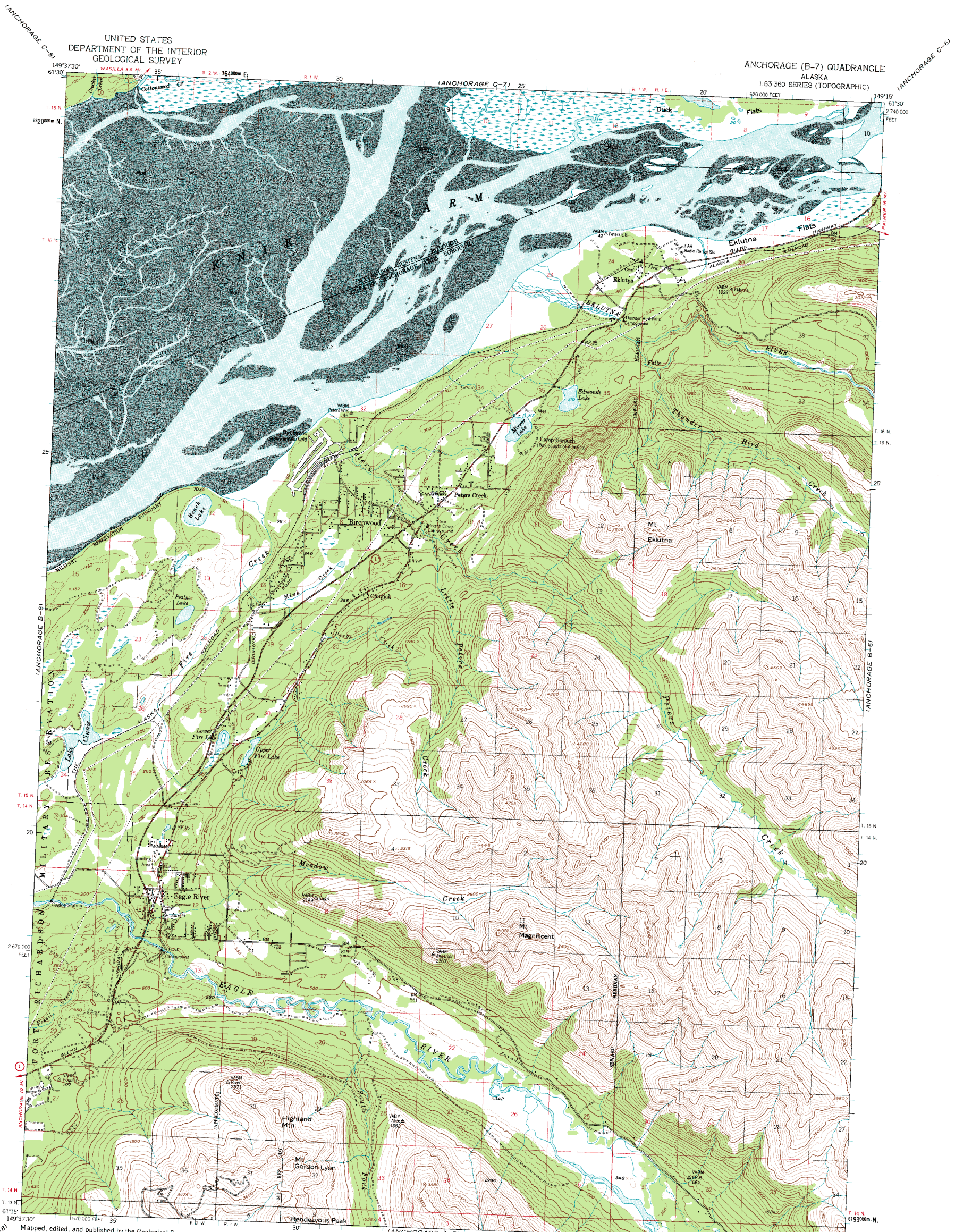
CONTOUR INTERVAL 50 FEET
DOTTED LINES REPRESENT 25-FOOT CONTOURS
DATUM IS MEAN SEA LEVEL
DEPTH CURVES IN FEET. DATUM IS MEAN LOWER LOW WATER
SHORELINE SHOWN REPRESENTS THE APPROXIMATE LINE OF MEAN HIGH WATER
THE AVERAGE RANGE OF TIDE IS APPROXIMATELY 27 FEET



ROAD CLASSIFICATION
Medium-duty ——— Light-duty ———
Unimproved dirt - - - - -
State Route (circle with number)

ANCHORAGE (A-8), ALASKA
N6100-W14937 5/15X22.5
1952
MAJOR REVISIONS 1963

FOR SALE BY U. S. GEOLOGICAL SURVEY
FAIRBANKS, ALASKA 99701, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22092
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST



UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

ANCHORAGE (B-7) QUADRANGLE
ALASKA
1:63 360 SERIES (TOPOGRAPHIC)

Maped, edited, and published by the Geological Survey
Control by USC&GS and USCE
Topography by photogrammetric methods from aerial photographs
taken 1950, 1953 and 1957; field annotated 1960. Map not field checked
Selected hydrographic data compiled from USC&GS
Chart 8553 (1:194,154 scale, 1960). This information is not intended
for navigational purposes.
Universal Transverse Mercator projection, 1927 North American datum
10,000 foot grid based on Alaska coordinate system, zone 4
zone 6, shown in blue.
Land lines printed in gray represent unsurveyed and
unmarked locations predetermined by the Bureau of
Land Management. Folios S-13 and S-14, Seward Meridian
Swamps, as portrayed, indicate only the water areas,
usually of low relief, as interpreted from aerial photographs.

ANCHORAGE (B-7) QUADRANGLE
ALASKA
1:63 360 SERIES (TOPOGRAPHIC)

1960
MINOR REVISIONS 1972

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